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First

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

## Board of Education Members

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

Thursday, June 18, 2015

4:30 p.m. Closed Session

6:30 p.m. Open Session

## Serna Center

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

# AGENDA

2014/15-26

*Allotted Time*

4:30 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel – Anticipated Litigation:

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

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

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

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

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

a) *Expulsion #13, 2014/2015*

b) *Expulsion #14, 2014/2015*

c) *Expulsion #15, 2014/2015*

3.5 *Government Code 54957 - Public Employee Performance Evaluation:*

a) *Superintendent*

3.6 *Government Code 54957 – Public Employee Appointment*

a) *Chief Strategy Officer*

b) *Principal, Ethel I. Baker Elementary School*

c) *Principal, John F. Kennedy High School*

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

*The Pledge of Allegiance will be led by Kaitlin Renehan. Kaitlin will be a Junior at C. K. McClatchy High School in the Fall.*

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

6:45 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:50 p.m. **6.0 AGENDA ADOPTION**

**7.0 SPECIAL PRESENTATION**

6:55 p.m. 7.1 *Acknowledgement and Recognition of Outgoing Student Board Member Asami Saito (Darrel Woo)* 10 minutes

7.2 *A. Warren McClaskey Adult Center Students' Project Green Presentation (Cathy Allen)* 10 minutes

7.3 *Deloitte Recognition of Impact Day at Caroline Wenzel Elementary School (Darrel Woo and Erminja Maganja)* 10 minutes

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.*

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

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

- 9.1a *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*
- 9.1b *Approve Personnel Transactions (Cancy McArn)*
- 9.1c *Approve Business and Financial Report: Warrants and Checks Issued for the period of May 2015 (Gerardo Castillo, CPA)*
- 9.1d *Approve Appointment of Board Member Ellen Cochran to CSBA Delegate Assembly (José L. Banda)*
- 9.1e *Approve Operational MOU, Special Education MOU, and Facilities Use Agreements for Capitol Collegiate Academy and Yav Pem Suab Academy (Sue Lee)*
- 9.1f *Approve Staff Recommendations for Expulsion #13, #14, and #15, 2014/2015 (Lisa Allen and Stephan Brown)*
- 9.1g *Approve Resolution No. 2847: Resolution Regarding Board Stipends (Darrel Woo)*
- 9.1h *Approve New Board Policy No. 5147.27: Food Allergies (Barbara Kronick and Raoul Bozio)*
- 9.1i *Approve Revision to Board Policy No. 3260: Fees and Charges (Raoul Bozio)*
- 9.1j *Approve Revision to Board Policy No. 5125: Student Records (Raoul Bozio)*
- 9.1k *Approve Amended Minutes of the February 19, 2015, Board of Education Meeting (José L. Banda)*
- 9.1l *Approve Minutes of the May 21, 2015, Board of Education Meeting (José L. Banda)*
- 9.1m *Approval of Theodore Judah Expansion (Cathy Allen and Mary Hardin Young)*

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

- |           |  |   |
|-----------|--|---|
| 7:42 p.m. | 10.1 <i>Approve Continuous Improvement of Special Education Services: 2015-2016 Annual Service Plan and Annual</i> | <b>Action</b><br>15 minute presentation<br>10 minute discussion |
|-----------|--|---|

*Budget Plan (Dr. Olivine Roberts and Becky Bryant)*

- 8:07 p.m.      10.2    *Approve 2015-2016 Local Control and Accountability Plan (Gabe Ross)*      **Action**  
15 minute presentation  
15 minute discussion
- 8:37 p.m.      10.3    *Adopt Proposed Fiscal Year 2015-2016 Budget for All Funds (Gerardo Castillo, CPA)*      **Action**  
15 minute presentation  
30 minute discussion
- 9:22 p.m.      10.4    *Monthly Facilities Update (Cathy Allen)*      **Information**  
10 minute presentation  
10 minute discussion

9:42 p.m.      **11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**      **Receive Information**

11.1    *Head Start/Early Head Start Reports*

9:45 p.m.      **12.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *June 27, 2015, 9:00 a.m. Board Retreat; Shriners Hospital, 2524 Stockton Boulevard, 2<sup>nd</sup> Floor*
- ✓ *July 16, 2015, 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*

9:47 p.m.      **13.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

**Meeting Date:** June 18, 2015

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

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

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

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>CHILD DEVELOPMENT</u></b>		
A15-00089 California Department of Education	7/1/15 – 6/30/16: State Preschool Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. Part- and full-day preschool programs are comprehensive, developmental programs for three to five-year-old children from low-income families. Programs emphasize parent education and encourage parent involvement. Activities are developmentally, culturally, and linguistically appropriate for the children served. Programs also provide meals or snacks to children, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$36.10 per child, per day.	\$5,979,531 No Match
A15-00090 California Department of Education	7/1/15 – 6/30/16: General Child Care and Development Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. This full-day program serves school-age and infant/toddlers. General child care and development programs are state and federally funded programs that use centers and family child care home networks operated or administered by either public or private agencies and local educational agencies. Programs provide an educational component that is developmentally, culturally, and linguistically appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$36.10 per child, per day.	\$618,542 No Match
A15-00091 California Department of Education	7/1/15 – 6/30/16: Pre-Kindergarten and Family Literacy Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. Contract provides funding for supplemental support for interactive literacy activities for children and families. Funds will be used for materials for the “Raising a Reader” program at Ethel Phillips, Fr. Keith B. Kenny, John Sloat, Oak Ridge, and Susan B. Anthony elementary schools. “Raising a Reader” program provides preschool families with books each week to read. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with children.	\$15,000 No Match

**INTEGRATED SUPPORT SERVICES**

A15-00092 Kaiser Permanente	7/1/14 – 6/30/15: Northern California Community Benefit Programs Division Grant to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Funds will be used to support the Connect Center, a central youth and family resource center for the community; and to support bullying prevention at our schools. The Connect Center will provide social, emotional, health coverage resources and support to SCUSD students, families and staff by responding to approximately 350 requests for services, as well as ongoing training to district employees, parents and families on issues affecting student health and wellness. Funds will also be used to provide bullying prevention training, technical assistance, and support to staff, students and families.	\$50,000 No Match
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**TRANSPORTATION SERVICES**

Transportation Services	The Transportation Department has eleven (11) surplus school buses which have been determined to be out of compliance by the California Air Quality Board as they do not meet air quality standards. These buses have a value exceeding \$2,500 and as required under Education Code §17546(a) may be sold. These buses cannot be driven nor sold in the State of California.	Pursuant to California Education Code § 17540
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As Authorized by California Education Code §17540 - The governing board may sell any personal property or school supplies belonging to the district to the federal government or its agencies, to the state, to any county, city and county, city or special district, or to any other school district or any agency eligible under the federal surplus property law, (40 U.S.C. Sec. 484(j)(3)) and the governing board of another school district may purchase the property, for an amount equal to the cost thereof plus the estimated cost of purchasing, storing, and handling the property, without advertisement for or receipt of bids or compliance with any other provisions of this code.

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

<b>Project:</b>	Lease-Leaseback Agreement for HVAC & Roof Replacement at Abraham Lincoln Elementary School
<b>Recommendation:</b>	Award to Landmark Construction
<b>Amount/Funding:</b>	\$850,027 – Deferred Maintenance Funds

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for Playground Paving Repair, Concrete Repair, Window Replacement, Canopy Reroofing/ HVAC Mounting, Multi-Purpose Room Stage Flooring and Toilet Remodel Projects at Parkway Elementary School

**Recommendation:** Award to McCarthy Building Companies

**Amount/Funding:** \$1,317,144 – Emergency Repair Program and Deferred Maintenance Funds

**Project:** Lease-Leaseback Agreement for Storm Drainage Improvement at Leataata Floyd Elementary School

**Recommendation:** Award to Valley Precision Grading

**Amount/Funding:** \$154,986 – Emergency Repair Program Funds

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level of public agency risk associated with design issues, delays and cost overruns. The Lease-Leaseback Agreement establishes a Guaranteed Maximum Price which is the total sum to be paid to the builder for the project.

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Boberg Hardwood Floors	Auxiliary Gymnasium Floor Replacement at C.K. McClatchy High School	April 8, 2015
Clark & Sullivan Construction	Rain Water Harvesting System at G.W. Carver High School	May 20, 2015
McCarthy Building Companies	Multi-Purpose Room Floor Replacement at Parkway Elementary School	April 5, 2015



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1b

**Meeting Date:** June 18, 2015

**Subject:** Approve Personnel Transactions

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

**Division:** Human Resource Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** N/A

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Certificated Personnel Transactions Dated June 18, 2015
2. Classified Personnel Transactions Dated June 18, 2015

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

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

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

**Attachment 1: CERTIFICATED 06/18/2015**

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
<b>LEAVES</b>							
ELLEFSEN	MICHELE	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTAR\	5/1/2015	6/30/2015	EXT HE/FMLA PD 5/1-6/12/15
MERCER	ALICE	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENT/	5/16/2015	6/30/2015	EXT LOA FMLA 5/16-5/31/15
STEWART	MICAELA	A	Teacher, Spec Ed	JOHN MORSE THERAPEUTIC	5/26/2015	6/11/2015	LOA FMLA UNP 5/26/5-6/11/15
STEWART	MICAELA	A	Teacher, Spec Ed	JOHN MORSE THERAPEUTIC	4/6/2015	5/25/2015	LOA HE PD 4/6-5/25/15
YALAN	ANA	A	Teacher, Spec Ed	NICHOLAS ELEMENTARY SCHOOI	5/21/2015	6/30/2015	LOA RTN UNPD FMLA 5/21/15
PEIXOTO	KRISTINE	A	Teacher, Resource, Spec	CAROLINE WENZEL ELEMENTAR\	5/26/2015	6/30/2015	RET FR LOA ADMIN UNPD 5/26/15
RYAN	PATRICIA	A	Teacher, Elementary	EARL WARREN ELEMENTARY SC	3/26/2015	6/30/2015	RTN FROM LOA UNPD/TR 3/23/15
<b>SEP/RESIGN/RETIRE</b>							
SANTOS	GENESIS SET	B	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/2/2014	6/11/2015	SEP/RES 6/11/15
HAWKINS	MARTHA	A	Teacher, K-8	GENEVIEVE DIDION ELEMENTAR\	7/1/2014	6/30/2015	RETIRED RV 6/12/15

**Attachment 2: CLASSIFIED 06/18/2015**

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
<b>EMPLOY</b>							
HUERTA	ALEJANDRA	B	Inst Aid Spec Ed	LEONARDO da VINCI ELEMENTAR	5/26/2015	6/30/2015	EMPLOY PROB 1 5/26/15
KING	RACHEL	B	Project Green Specialist I	FACILITIES MAINTENANCE	5/18/2015	6/30/2015	EMPLOY PROB 1 5-18-15
HELLEN	DANIEL	B	Bldg Automation &HVAC	FACILITIES MAINTENANCE	5/26/2015	6/30/2015	EMPLOY PROB1 5/26/15
<b>STATUS CHANGE</b>							
ROBERTS	JERIST	B	Inst Aid Spec Ed	SUTTER MIDDLE SCHOOL	4/6/2015	6/30/2015	ST CHG FR .6250 4/6/15
KRAVTSOV	ALEKSANDR	A	Custodian	SUTTER MIDDLE SCHOOL	5/18/2015	6/11/2015	TR FR Oakridge/FK BK 5/18/15
<b>LEAVES</b>							
KIMURA	KATHY	A	Inst Aid Spec Ed	JOHN CABRILLO ELEMENTARY	5/21/2015	6/11/2015	LOA EXT PD HE 5/21-6/11/15
FLORANCE	JOHN	A	Inst Aid Spec Ed	AMERICAN LEGION HIGH SCHOOL	9/2/2014	1/31/2015	LOA PC UNPD 9/2/14-5/17/15
KIMURA	KATHY	A	Inst Aid Spec Ed	JOHN CABRILLO ELEMENTARY	4/23/2015	5/20/2015	LOA PD HE 4/23/15-5/20/15
SULLIVAN	JAMAR	A	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	4/24/2015	6/30/2015	LOA RTN UNPD ED 4/24/15
FLORANCE	JOHN	A	Inst Aid Spec Ed	AMERICAN LEGION HIGH SCHOOL	5/18/2015	6/30/2015	LOA RTN UNPD PC 5/18/15
<b>SEP/RESIGN/RETIRE</b>							
WILLIAMS	DAMION	B	Bus Driver	TRANSPORTATION SERVICES	4/29/2015	5/29/2015	RESIGNED 5/19/15
HERNANDEZ	EMILIANO	A	Inst Aid Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	5/15/2015	6/4/2015	SEP/39MO RR LW 6/4/15
SANDOVAL	APRIL	B	Attendance Tech II	ALBERT EINSTEIN MIDDLE SCHOOL	10/13/2014	6/11/2015	SEP/RES 6/11/15
NAVARRO	MONICA	A	Custodian	CHILD DEVELOPMENT PROGRAM	9/1/2014	5/11/2015	SEP/RESIGN 'JD' 5/11/15
MONTEIRO	ANASTASIA	B	School Office Manager I	SUSAN B. ANTHONY ELEMENTAR	10/1/2014	5/26/2015	SEP/TERM 5/26/15



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1c

**Meeting Date:** June 18, 2015

**Subject:** Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of May 2015

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

**Division:** Business Services

**Recommendation:** Approve attached list of warrants and checks.

**Background/Rationale:** The detailed list of warrants, checks and electronic transfers issued for the period of May 2015 are available for the Board members upon request.

**Financial Considerations:** Normal business items that reflect payments from district funds.

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

**Documents Attached:**

1. Warrants, Checks and Electronic Transfers – May 2015

**Estimated Time:** N/A

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Amari Watkins, Director, Accounting Services

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

Sacramento City Unified School District  
Warrants, Checks, and Electronic Transfers  
May 2015

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount by Fund</u>	<u>Total by Account</u>
County Accounts Payable Warrants for Operating Expenses	97-317405 - 97-318483	General (01)	\$ 6,945,323.72	<u>\$ 9,801,754.17</u>
		Charter (09)	\$ 122,848.49	
		Adult Education (11)	\$ 118,064.18	
		Child Development (12)	\$ 21,976.32	
		Cafeteria (13)	\$ 1,053,847.07	
		Building (21)	\$ 702,866.24	
		Developer Fees (25)	\$ 21,908.36	
		Mello Roos Capital Proj (49)	\$ 22,175.16	
		Self Insurance (67/68)	\$ 760,351.76	
		Retiree Benefits (71)	\$ 17,282.11	
		Payroll Revolving (76)	\$ 15,110.76	
Alternate Cash Revolving Checks for Emergency Accounts Payable and Payroll	00000582 - 00000612	General (01)	\$ 8,298.00	<u>\$ 30,508.07</u>
		Charter (09)	\$ 3,716.16	
		Mello Roos Capital Proj (49)	\$ 2,440.00	
		Retiree Benefits (71)	\$ 1,697.83	
		Payroll Revolving (76)	\$ 14,356.08	
Payroll and Payroll Vendor Warrants	97782173 - 97783426	General (01)	\$ 943,603.73	<u>\$ 3,495,463.97</u>
		Charter (09)	\$ 37,337.85	
		Adult Education (11)	\$ 10,612.39	
		Child Development (12)	\$ 75,676.15	
		Cafeteria (13)	\$ 97,388.46	
		Building (21)	\$ 2,499.88	
		Retiree Benefits (71)	\$ 5,734.95	
		Payroll Revolving (76)	\$ 2,322,610.56	
Payroll ACH Direct Deposit	ACH-00901050 - ACH-00907168	General (01)	\$ 12,142,160.05	<u>\$ 13,778,310.86</u>
		Charter (09)	\$ 446,816.76	
		Adult Education (11)	\$ 178,667.04	
		Child Development (12)	\$ 584,338.49	
		Cafeteria (13)	\$ 319,434.21	
		Building (21)	\$ 75,912.10	
		Self Insurance (67/68)	\$ 15,921.32	
		Retiree Benefits (71)	\$ 15,060.89	
		County Wire Transfers for Benefits, Debt Service, and Tax Payments	9700348066 - 9700348081	
Self Insurance (67/68)	\$ 13,806.88			
Retiree Benefits (71)	\$ 326,136.66			
Payroll Revolving (76)	\$ 6,471,724.36			
Total Warrants, Checks, and Electronic Transfers				<u>\$ 34,178,921.30</u>



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1d

**Meeting Date:** June 18, 2015

**Subject:** Approve Appointment of Board Member Ellen Cochran to the CSBA Delegate Assembly

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

**Department:** Board of Education (Board President)

**Recommendation:** Approve Board Member Appointment to the CSBA Delegate Assembly.

**Background/Rationale:** President Darrel Woo served as a delegate to the California School Board Association's (CSBA) Delegate Assembly until his seat was recently vacated due to his placement as Director of Region 6. The recommendation of the Board President is to appoint Board Member Ellen Cochran to serve the remainder of his two year term which commenced on April 1, 2014, and goes through March 31, 2016.

SCUSD, based on ADA, is entitled to two delegates. The other delegate is Second Vice President Jay Hansen whose term is scheduled to expire on March 31, 2017.

**Financial Considerations:** None

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

**Documents Attached:**

None

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

**Submitted by:** Jerome M. Behrens, General Counsel

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1e

**Meeting Date:** June 18, 2015

**Subject:** Approve Operational MOU, Special Education MOU, and Facilities Use Agreements for Capitol Collegiate Academy and Yav Pem Suab Academy

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

**Department:** Office of the Superintendent

**Recommendation:** Approve Operational Memorandum of Understanding, Special Education Memorandum of Understanding, and the Facilities Use Agreement between Sacramento City Unified School District and the following charter schools: Capitol Collegiate Academy and Yav Pem Suab Academy.

**Background/Rationale:** The District approved the one-year extension of the charter term for Capitol Collegiate Academy and approved the renewal of the charter for Yav Pem Suab Academy for a term of five years. By extending the charter term and approving the renewal of the charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 et seq.). To clarify the roles and responsibilities of the parties, the District enters into an Operational MOU and Special Education MOU with each charter school. The Operational MOU outlines responsibilities and expectations between the District and the Charter School regarding the oversight fee paid by the Charter School to the District, the parties' respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not explicitly addressed or resolved in the terms of each Charter School's charter. The Special Education MOU sets forth the responsibilities of the parties with respect to the delivery and financing of special education services to students enrolled in the Charter School.

Pursuant Education Code Section 47614 ("Proposition 39"), public school facilities should be shared fairly among all public school pupils, including those in Charter Schools. Each school district shall make available, facilities sufficient for the charter school to accommodate all of the charter schools' in-district students in conditions reasonably equivalent to those in other public schools of the district. The Charter

Schools pay the District “Facilities Use Fees” based on a pro rata share facilities cost for the use of District facilities.

**Financial Considerations:** The Charter School shall owe the District a pro-rata share of the District’s unfunded special education costs (encroachment). The District will receive from the Charter Schools the pro rata share of the facilities costs.

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

**Documents Attached:**

1. Operational Memorandum of Understanding Between Sacramento City Unified School District and Capitol Collegiate Regarding Capitol Collegiate Academy
2. Operational Memorandum of Understanding Between Sacramento City Unified School District and Urban Charter Schools Collective Regarding Yav Pem Suab Academy
3. Operational Memorandum of Understanding Between Sacramento City Unified School District and Urban Charter Schools Collective Regarding Yav Pem Suab Academy
4. Facilities Use Agreement Between Sacramento City Unified School District and Capitol Collegiate Regarding Capitol Collegiate Academy
5. Facilities Use Agreement Between Sacramento City Unified School District and Urban Charter Schools Collective Regarding Yav Pem Suab Academy

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

**Submitted by:** Sue Lee, Ed.D., Charter Oversight, Coordinator II

Lisa Allen, Interim Deputy Superintendent

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

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
CAPITOL COLLEGIATE REGARDING  
CAPITOL COLLEGIATE ACADEMY**

This Operational Memorandum of Understanding (“Agreement”) is entered into as of \_\_\_\_\_, 2015 (“Effective Date”), by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Capitol Collegiate (“Non-Profit”), a California non-profit public benefit corporation, operating the Capitol Collegiate Academy (“Charter School”), a public charter school chartered by the District. The District and the Non-Profit are collectively referred to as the “Parties.” This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

**RECITALS:**

- A. The District is the granting agency of the Charter School. The District extended the Charter School’s charter (“Charter”) on March 5, 2015, for a term of one year, beginning on July 1, 2015 and expiring June 30, 2016.
- B. By approving the charter petition, the District assumed certain oversight responsibilities of the Charter School pursuant to the California’s Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

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

- 1. Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.
- 2. Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the governing boards of each of the Parties. The Agreement shall cover the remaining term of the charter, expiring on June 30, 2016. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.
- 3. Designation of School.** The Charter School shall be known as the “Capitol Collegiate Academy”. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible

for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District. Any change of location shall be considered a material revision of the charter petition under Education Code sections 47605 and 47607.

**4. Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. The annual performance audit shall be submitted to the District within ninety (90) days of the last day of instruction for the regular school year or by October 1, whichever date is earlier. To the extent that the State delays providing any of the required data to Charter School, the Charter School shall notify the District and the District shall provide a reasonable extension to Charter School for submitting such data. This audit will, at a minimum, include the following data:

(a) Summary data showing student progress toward the goals and outcomes specified in the charter from assessment instruments and techniques listed in the charter or otherwise required by the District.

(b) Information regarding the number of students taking and passage rate of the California High School Exit Exam (“CAHSEE”), if applicable.

(c) An analysis of whether student performance is meeting the goals specified in the charter. This data will be displayed on a school-wide basis and also disaggregated by major racial and ethnic categories and shall include analysis based on the California Assessment of Student Performance and Progress (“CAASPP”) and CAHSEE programs of the State of California.

(d) The Charter School’s progress towards meeting its Academic Performance Index (“API”) and Adequate Yearly Progress (“AYP”) targets.

(e) Results of any additional internal assessments used by the Charter School.

(f) A copy of the Charter School’s governing board’s self-evaluation on prior-year management performance, including summary of major decisions and policies established during the year, and upcoming year goals.

(g) Data on the level of parent involvement in the school’s governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.

(h) Data regarding the number of staff working at the Charter School and their qualifications.

(i) A copy of the Charter School’s policies, including health and safety policies, and a summary of any major changes to those policies during the year.

(j) Information demonstrating whether the Charter School implemented the means stated in the Charter or this Agreement to achieve a racially and ethnically balanced student population.

(k) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(l) Analysis of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

(m) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(n) Any other information regarding the educational program and the administrative, legal and governance operations of the Charter School requested by the District.

## **5. School Accountability.**

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's initial draft of its Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2015, and on or before July 1 annually thereafter, unless a different date is established by law. Discussion in the LCAP report shall include descriptions for all numerically significant pupil subgroups identified in Education Code section 52052, including foster youth and English learners. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

## **6. Funding.**

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

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

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

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 9(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and the terms of any funding restrictions. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited by the Sacramento County Superintendent of Schools in the Sacramento County Treasury for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with District or county procedures.

**7. Legal Relationship.** Pursuant to its charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. Except as such reimbursement is limited by law, including but not limited to Education Code section 47613, it is agreed that it is the Parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School

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

**8. Complaints.** Complaints filed with the Charter, whether formal or informal and including complaints filed with any governmental entity other than the District, must be provided to the District within three (3) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

**9. Fiscal Relationship.**

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

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

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

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.

- Ensuring that the Charter School complies with all reports required of charter schools by law.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Administrative Services, Oversight Fee and Expenses. On a quarterly basis, the District shall provide a written invoice and, as necessary, supporting expense information, to the Charter School detailing the amount due for services performed by the District, the oversight fee due pursuant to section 9(b), and any expenses paid by the District on the Charter School's behalf. Prior to paying any expenses on the Charter School's behalf, District shall provide Charter School with reasonable notice and an opportunity to pay or dispute the expense directly.

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

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

## **10. Fiscal Controls.**

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

- (1) Expenditures shall be made in accordance with the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and

- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 10(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with applicable law.

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

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

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

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

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

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance, or as otherwise required by law. The Charter

School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

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

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

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

(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and terms of any funding restrictions.

(j) Banking Arrangements. In addition to those obligations set forth in section 6(c) above, the Charter School's business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 10(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Non-Profit Business Manger, who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. The Charter School shall adopt a procurement policy consistent with applicable law, which policy shall address the reasonable retention of documents related to the Charter School's procurement decisions.

(l) Property Inventory. The Charter School's head of school or his or her designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than six hundred dollars (\$600). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an

annual basis and lists of any missing property shall be presented to the Charter School's governing board. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

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

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

## **11. Reporting to the District.**

### (a) Enrollment.

1. Annual enrollment reporting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. The Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, and telephone number) and the district of residence for each student. The Charter School recognizes that this information is critical to District planning for the next year.

2. Monthly enrollment reporting. No later than the 15th calendar day of every month, the Charter School shall provide the District with a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student. In the alternative, the Charter School may provide the District with access to the enrollment attendance data program of the Charter School.

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

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

(d) School Calendar and Schedules. The Charter School shall provide by August 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

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

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

(g) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. All student records and information from such records shall be kept and maintained by the District in accordance with FERPA and may not be disclosed except with prior written consent of the parent or eligible student or as otherwise authorized by law. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851 to the extent necessary for the District to discharge its oversight activities. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

## **12. Special Education and Related Services; English Learners.**

(a) Provision of Special Education and Related Services. Pursuant to Education Code section 47641, the Non-Profit has elected to participate as an independent Local Educational Agency ("LEA") for Special Education services. When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209, subd. (c); Ed. Code, § 47646, subd. (a).)

In recognition of the Charter School's use of El Dorado County for Special education services, the District will not assess a Special Education Encroachment Fee. The Non-Profit will provide

to the District a copy of the agreement between the Non-Profit and El Dorado County (or other third party SELPA). The Non-Profit must notify the District of any changes to or termination of its SELPA agreement. The Non-Profit must be a part of a SELPA at all times.

(b) Compliance with Applicable Law. All children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), except as otherwise agreed to by the parties, such as in a Facilities Use Memorandum of Understanding.

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

(d) English Learners. The Charter School will annually administer the California English Language Development Test (“CELDT”) to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

### **13. Human Resources Management.**

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

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

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

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all provisions of the federal No Child Left Behind Act (“NCLB”).

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

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

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

(a) Liability Insurance. Occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars (\$5,000,000) per claim and in the aggregate, and a per occurrence deductible of no greater than five thousand dollars (\$5,000), whether purchased in the form of a single policy/agreement or by way of multiple policies/agreements, including excess or umbrella policies or agreements, that extends coverage for, among other things, educators’ legal liability, property damage liability, employment practices liability, automobile (owned, non-owned, and hired) liability, personal injury and advertising injury liability, directors and officers, and errors and omissions liability, with such coverage extended to the Charter School, its governing board, its officers, agents, employees, and volunteers. To the fullest extent allowed by law, and in keeping with the Non-Profit’s indemnity obligations described above, the Indemnified Parties shall be included as “additional insureds” or “additional covered parties” under each

of the Non-Profit's liability policies or agreements, with such coverage evidenced by duly issued "additional insured" or "additional covered party" endorsement(s) and/or duly issued certificate(s) of insurance, which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employers liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than \$500,000.00, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(c) Property Insurance. The District will maintain insurance for facilities, consistent with the Facilities Use Agreement. This includes property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building codes or disability access ordinances, regulations or laws, all personal property, fixtures, and property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

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

**16. Compliance with Applicable Law.** The Charter School agrees to comply at all times with applicable federal or state laws (which may be amended from time to time), which shall include the following:

- The Ralph M. Brown Act (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including, but not limited to the Political Reform Act (Gov. Code, §§ 87100 *et seq.*; Gov. Code, §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, §§ 12900 *et seq.*);

- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*)
- Ed. Code section 220.;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act (“NCLB”) (20 U.S.C. §§ 6301 *et seq.*).

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

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

## **17. Participation in Special Programs and Services; Transportation.**

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

rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

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

**18. Revisions to Charter.** Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District consideration and approval. Revisions to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

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

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

**20. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the dispute process as described in the charter. Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

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

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

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

To the District at:

Sacramento City Unified School District  
5735 47th Ave.  
Sacramento, CA 95824  
Attn: José L. Banda, Superintendent  
Facsimile: (916) 399-2058

To the Non-Profit and Charter School at:

Capitol Collegiate Academy  
2118 Meadowview Road  
Sacramento, CA 95832  
Attn: Penny Schwinn, School Founder/Executive Director  
Facsimile: (916) 469-9735

**24. Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

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

\_\_\_\_\_  
Penny Schwinn  
School Founder/Executive Director  
Capitol Collegiate Academy

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

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

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
URBAN CHARTER SCHOOLS COLLECTIVE REGARDING  
YAV PEM SUAB ACADEMY**

This Operational Memorandum of Understanding (“Agreement”) is entered into as of \_\_\_\_\_, 2015 (“Effective Date”), by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Urban Charter Schools Collective (“Non-Profit”), a California non-profit public benefit corporation, operating the Yav Pem Suab Academy (“Charter School”), a public charter school chartered by the District. The District and the Non-Profit are collectively referred to as the “Parties.” This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

**RECITALS:**

- A. The District is the granting agency of the Charter School. The District approved the Charter School’s charter (“Charter”) on April 23, 2015, for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020.
- B. By approving the charter petition, the District assumed certain oversight responsibilities of the Charter School pursuant to the California’s Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

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

**1. Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

**2. Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the governing boards of each of the Parties. The Agreement shall cover the remaining term of the charter, expiring on June 30, 2020. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

**3. Designation of School.** The Charter School shall be known as the “Yav Pem Suab Academy”. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible

for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District. Any change of location shall be considered a material revision of the charter petition under Education Code sections 47605 and 47607.

**4. Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. The annual performance audit shall be submitted to the District within ninety (90) days of the last day of instruction for the regular school year or by October 1, whichever date is earlier. To the extent that the State delays providing any of the required data to Charter School, the Charter School shall notify the District and the District shall provide a reasonable extension to Charter School for submitting such data. This audit will, at a minimum, include the following data:

(a) Summary data showing student progress toward the goals and outcomes specified in the charter from assessment instruments and techniques listed in the charter or otherwise required by the District.

(b) Information regarding the number of students taking and passage rate of the California High School Exit Exam (“CAHSEE”), if applicable.

(c) An analysis of whether student performance is meeting the goals specified in the charter. This data will be displayed on a school-wide basis and also disaggregated by major racial and ethnic categories and shall include analysis based on the California Assessment of Student Performance and Progress (“CAASPP”) and CAHSEE programs of the State of California.

(d) The Charter School’s progress towards meeting its Academic Performance Index (“API”) and Adequate Yearly Progress (“AYP”) targets.

(e) Results of any additional internal assessments used by the Charter School.

(f) A copy of the Charter School’s governing board’s self-evaluation on prior-year management performance, including summary of major decisions and policies established during the year, and upcoming year goals.

(g) Data on the level of parent involvement in the school’s governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.

(h) Data regarding the number of staff working at the Charter School and their qualifications.

(i) A copy of the Charter School’s policies, including health and safety policies, and a summary of any major changes to those policies during the year.

(j) Information demonstrating whether the Charter School implemented the means stated in the Charter or this Agreement to achieve a racially and ethnically balanced student population.

(k) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(l) Analysis of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

(m) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(n) Any other information regarding the educational program and the administrative, legal and governance operations of the Charter School requested by the District.

## **5. School Accountability.**

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's initial draft of its Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2015, and on or before July 1 annually thereafter, unless a different date is established by law. Discussion in the LCAP report shall include descriptions for all numerically significant pupil subgroups identified in Education Code section 52052, including foster youth and English learners. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

## **6. Funding.**

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

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

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

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 9(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and the terms of any funding restrictions. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited by the Sacramento County Superintendent of Schools in the Sacramento County Treasury for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with District or county procedures.

**7. Legal Relationship.** Pursuant to its charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. Except as such reimbursement is limited by law, including but not limited to Education Code section 47613, it is agreed that it is the Parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School

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

**8. Complaints.** Complaints filed with the Charter School, whether formal or informal and including complaints filed with any governmental entity other than the District, must be provided to the District within three (3) working days of receipt by the Charter School. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

**9. Fiscal Relationship.**

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

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

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

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.

- Ensuring that the Charter School complies with all reports required of charter schools by law.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Administrative Services, Oversight Fee and Expenses. On a quarterly basis, the District shall provide a written invoice and, as necessary, supporting expense information, to the Charter School detailing the amount due for services performed by the District, the oversight fee due pursuant to section 9(b), and any expenses paid by the District on the Charter School's behalf, with the exception of special education encroachment fees (which shall be computed and charged in accordance with the Special Education Memorandum Of Understanding between Sacramento City Unified School District and Yav Pem Suab Academy (Special Education MOU) entered into concurrently herewith by the District and the Non-Profit). Prior to paying any expenses on the Charter School's behalf, District shall provide Charter School with reasonable notice and an opportunity to pay or dispute the expense directly.

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

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

## **10. Fiscal Controls.**

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

- (1) Expenditures shall be made in accordance with the annual budget adopted by the Charter School's governing board;

- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 10(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with applicable law.

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

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

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

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

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

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

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

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

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

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

(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and terms of any funding restrictions.

(j) Banking Arrangements. In addition to those obligations set forth in section 6(c) above, the Charter School's business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 10(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Non-Profit Business Manger, who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. The Charter School shall adopt a procurement policy consistent with applicable law, which policy shall address the reasonable retention of documents related to the Charter School's procurement decisions.

(l) Property Inventory. The Charter School's head of school or his or her designee shall establish and maintain an inventory of all Charter School non-consumable goods and

equipment valued at more than six hundred dollars (\$600). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an annual basis and lists of any missing property shall be presented to the Charter School's governing board. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

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

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

## **11. Reporting to the District.**

### (a) Enrollment.

1. Annual enrollment reporting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. The Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, and telephone number) and the district of residence for each student. The Charter School recognizes that this information is critical to District planning for the next year.

2. Monthly enrollment reporting. No later than the 15th calendar day of every month, the Charter School shall provide the District with a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student. In the alternative, the Charter School may provide the District with access to the enrollment attendance data program of the Charter School.

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to any state

or other public agency in the State of California. Such reports will be submitted to the District, when submitted to the state or other public agency.

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

(d) School Calendar and Schedules. The Charter School shall provide by August 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

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

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

(g) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. All student records and information from such records shall be kept and maintained by the District in accordance with FERPA and may not be disclosed except with prior written consent of the parent or eligible student or as otherwise authorized by law. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851 to the extent necessary for the District to discharge its oversight activities. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

**12. Special Education and Related Services; English Learners.** The Parties have concurrently herewith entered into the Special Education MOU. In addition to the terms thereof, the following terms govern the provision of special education and related services to Charter School students:

(a) Compliance with Applicable Law. All children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act of 1990 (42 U.S.C. §§

12101 *et seq.*), except as otherwise agreed to by the parties, such as in a Facilities Use Memorandum of Understanding.

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

(c) SELPA Membership. The Parties agree to implement and comply with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*) as specified in the Special Education MOU.

(d) English Learners. The Charter School will annually administer the California English Language Development Test (“CELDT”) to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

### **13. Human Resources Management.**

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

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

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

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all provisions of the federal No Child Left Behind Act (“NCLB”).

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

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

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

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

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employers liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than \$500,000.00, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(c) Property Insurance. The District will maintain insurance for facilities, consistent with the Facilities Use Agreement. This includes property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building codes or disability access ordinances, regulations or laws, all personal property, fixtures, and property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

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

**16. Compliance with Applicable Law.** The Charter School agrees to comply at all times with applicable federal or state laws (which may be amended from time to time), which shall include the following:

- The Ralph M. Brown Act (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including, but not limited to the Political Reform Act (Gov. Code, §§ 87100 *et seq.*; Gov. Code, §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*)
- Ed. Code section 220;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 *et seq.*);

- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act (“NCLB”) (20 U.S.C. §§ 6301 *et seq.*).

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

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

## **17. Participation in Special Programs and Services; Transportation.**

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

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

**18. Revisions to Charter.** Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District consideration and approval. Revisions to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

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

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

**20. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the dispute process as described in the charter. Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

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

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

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

To the District at:

Sacramento City Unified School District  
5735 47th Ave.  
Sacramento, CA 95824  
Attn: José L. Banda, Superintendent  
Facsimile: (916) 399-2058

To the Non-Profit and Charter School at:

Yav Pem Suab Academy  
7555 South Land Park Drive  
Sacramento, CA 95831  
Attn: Lee Yang, Superintendent  
Facsimile: (916) 433-5289

**24. Entire Agreement; Counterparts.** This Agreement, including the Special Education MOU, contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

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

\_\_\_\_\_  
Lee Yang  
Superintendent  
Urban Charter Schools Collective

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

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

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING  
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
URBAN CHARTER SCHOOLS COLLECTIVE REGARDING  
YAV PEM SUAB ACADEMY**

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

**I. RECITALS**

- A. The District is the granting agency of the Charter School. The District approved the Charter School’s charter (“Charter”) on April 23, 2015, for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020.
- B. The Charter School shall be categorized as a “public school” within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School’s students will be students of the District for purposes of special education.
- C. The District will serve as the Charter School’s local educational agency (“LEA”) for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education plans (“IEP”) and in compliance with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646(a).)
- D. This Agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.

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

**II. USE OF TERMS**

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

duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

### **III. TERM**

The term of this Agreement shall be from the Effective Date to June 30, 2020. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term of as permitted by law. This Agreement is also subject to termination if the Charter School becomes the LEA of another Special Education Local Plan Area ("SELPA").

If at any time the Charter School desires to become a local educational agency ("LEA") and seek membership in a SELPA other than the District's SELPA, the Charter School shall confer with the District. The Non-Profit shall notify the District by March 1st of the prior calendar year if the Charter School intends to seek membership in another SELPA. The Charter School will also comply with all procedures, including but not limited to, dispute resolution and other procedures of the District's SELPA, the receiving SELPA, and those procedures required by law. To the extent this constitutes a material revision of the Charter School's Petition, the Charter School will comply with Education Code requirements necessary to amend the Petition.

### **IV. DESIGNATED REPRESENTATIVE**

The District's designated representative shall be the District's Superintendent who shall have the authority to act on behalf of the District. The Charter School shall designate a representative in writing and this representative shall have the authority to act on behalf of the Charter School, except to the extent action by the Governing Board of the Charter School is legally required.

### **V. NONDISCRIMINATION IN ADMISSIONS**

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code, § 47605(d).)

### **VI. SECTION 504 AND THE ADA**

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

## VII. SPECIAL EDUCATION FUNDING

A. Retention of Special Education Funds by the District. The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the Sacramento City Special Education Local Plan Area (“SELPA”). The District shall be solely responsible, as necessary, to contract and pay for any special education services, except as otherwise agreed between the Parties.

B. Charter School Contribution to Encroachment. The Charter School shall owe the District a pro-rata share of the District’s unfunded special education costs (encroachment) as estimated in the District’s current Fee Schedule for Services to Charter Schools (“Fee Schedule”). The encroachment amounts set forth in the Fee Schedule are subject to updating when the District’s actual unfunded special education costs become available. At the end of each fiscal year, June 30, the District shall calculate the Charter School’s pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District enrollment (including Charter School students) and multiplied by the total number of Charter School enrollment. Charter School enrollment shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School to the District pursuant to the following schedule:

October 31: 25% of the Charter School’s estimated pro-rata share of encroachment based upon prior year encroachment, which shall be adjusted by a credit or deduction, to reflect any difference between Charter School’s actual pro-rata share for the prior year and actual payments made. If it is determined that the Charter School has paid more than its actual pro rata share of encroachment, such amounts shall be refunded to the Charter School, or at the sole option of the Charter School, applied to the encroachment of the following school year. If it is determined that the Charter School has paid less than its actual pro-rata share of encroachment, then the Charter School shall be required to pay the District the difference.

January 31: 25% of the Charter School’s estimated pro-rata share of encroachment based upon prior year encroachment.

April 30: 25% of the Charter School’s estimated pro-rata share of encroachment based upon prior year encroachment.

July 15: 25% of the Charter School’s estimated pro-rata share of encroachment based upon prior year encroachment.

If at any time, including through the updating of the amounts set forth in the Fee Schedule, it is determined by the District that the Charter School has paid more than its actual pro rata share of encroachment, the District will give notice of same within 30 days, and such amounts shall be refunded to the Charter School or, at the sole option of the Charter School, applied to the encroachment of the following school year. Similarly, if at any time it is determined by the District that the Charter School has paid less than its actual pro rata share of encroachment, the District will give notice of same within 30 days, and such amounts shall be paid by the Charter School or, at the sole option of the District, added to the encroachment of the following school year. In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

The District shall provide financial and other information needed to allow the Charter School to review and confirm the accuracy of the District’s estimated and actual pro-rate encroachment calculations as reasonably requested by the Charter School. For the 2015-2016 school year, the Charter School’s estimated pro-rata share of encroachment shall be calculated based upon District’s actual preceding school year encroachment and the Charter School’s average daily attendance (“ADA”)

## **VIII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

### **A. General Provisions**

1. **Intent of the Parties.** The Parties intend to ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education (“FAPE”) in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided to Charter School students as required by an individual student’s IEP.
3. **Division and Coordination of Responsibility.** Where particular services are generally provided by staff at the local school site level, the Charter

School, subject to District approval, and after consulting with a District program specialist, may provide staff and programming.

4. Days of Service. Special education services shall be available to the Charter School for the number of days specified in students' IEPs.
5. Staffing Requirements. All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.) The District shall be responsible for screening and hiring employees to provide special education services for students enrolled in the Charter School in the same manner as for District schools.

To the extent allowable and consistent with the District's applicable collective bargaining agreements with its employees, the District shall consult with the Charter School regarding the assignment of employees providing special education pursuant to this Agreement.

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to Charter School staff.

6. Contracts with Non-District Providers. The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the State of California.
7. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
8. Notice of Procedural Safeguards. The District shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a child is reassessed; each time a Parent/Guardian requests a due process hearing; and each time a change of

placement is implemented because of a violation of a code of student conduct. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

B. Enrollment, Identification and Evaluation

1. Enrollment Information. The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. Identification and Referral. The District shall work cooperatively with the Charter School in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The District will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School will implement the District's policies and procedures. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)
3. Assessment. District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. § 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Except as provided by state and federal law, the District and the Charter School may not conduct an assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. § 1414(a)(1)(D); 34 C.F.R. § 300.300; Ed Code, § 56321.)

If a Parent/Guardian refuses to consent to an assessment that the District or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District.

The Charter School shall not refer its students for independent educational evaluations without prior written approval of the District.

4. Interim Placement. For students with a current IEP who enroll in the Charter School from a school outside the District, the Charter School and the District shall confer and either implement the student's existing IEP to the extent possible, or otherwise provide the student with an interim placement, not to exceed 30 days, in accordance with all applicable state and federal law. Before the expiration of the 30 day period, the interim placement shall be reviewed by the IEP team and final recommendations made. (Ed. Code, § 56325.)

The Charter School shall notify the District immediately of students who may fall into this category. The District will provide consultative assistance and necessary services to the Charter School to help transition such students.

5. Attendance Monitoring. The Charter School shall monitor attendance for related services on a monthly basis to ensure students are accessing all services outlined in their IEPs.

C. Individualized Education Programs (IEPs)

1. IEP Team Membership. IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. § 1414(d)(1)(B); 34 C.F.R. § 300.321; Ed. Code, § 56341(b).)
2. IEP Meetings. Responsibility for arranging and providing notice for all IEP team meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School and other members of the student's IEP team, including at least one general education teacher knowledgeable about the regular education program at the Charter School in attendance at the IEP team meeting. District staff and Charter School staff shall consult as needed and work cooperatively to review individual students' assessment data and progress prior to IEP meetings and discuss how special students' needs may be most effectively met. However the District staff and Charter School shall not predetermine any aspect of the IEP. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. IEP Contents. The District and the Charter School shall use the SELPA forms to complete the IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance;

measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)

4. Parental Consent to the IEP. The Parties may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.

D. Program and Services

1. Eligibility and Placement. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)

In the event that either party believes that placement in a District program is necessary to provide a student with FAPE, such placement shall only be made by an IEP team comprised of representatives of the Charter School and the District.

2. Independent Study. No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)
3. Referral to Nonpublic or Private Schools. The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. However, the decision to refer a student to a

nonpublic or private school shall be an IEP team decision. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.

4. Transition Services. The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. § 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.) Transition services shall be provided in conformity with applicable state and federal law. Transition services will be addressed in each charter school student's IEP no later than age 16.
5. Transportation. The District shall provide transportation to any Charter School student, if required by that student's IEP. The Charter School shall not provide special education transportation to its students, unless the Parties agree otherwise. The Charter School shall pay the Special Education Transportation Encroachment to the District as set forth in Appendix A, per student transported, as calculated in paragraph VII(B), above. All special education transportation shall be provided in the same manner it is provided to other eligible students in the District.

## **IX. DISCIPLINE OF SPECIAL EDUCATION STUDENTS**

- A. Suspension and Expulsion. The Charter School shall have discipline policies that comply with all applicable portions of the California Education Code and Federal Code of Regulations, title 34 section 300.530, *et seq.* The Charter School shall provide a copy of such policies to the District. These include, but are not limited to policies regarding suspension, expulsion, conducting functional analysis assessments, drafting and reviewing behavior interventions plans, and conducting manifestation determination reviews. If a Charter School student is suspended for more than 10 days in any school year and/or commits an expellable offense, the Charter School shall immediately notify the District and the District shall provide necessary assistance to support the discipline process, including, but not limited to, manifest determination reviews.

## **X. COMPLAINTS AND DISPUTE RESOLUTION**

- A. Parent Concerns. The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.

- B. Complaints. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
  
- C. Due Process Hearings. In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law.

The District and the Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. If such hearing arises out of or results from the Charter School's negligent or wrongful acts or omissions in the performance of this Agreement, the Charter School shall indemnify the District to the fullest extent pursuant to Section XIII of this Agreement. If such hearing arises out of or results from the District's negligent or wrongful acts or omissions in the performance of this Agreement, the District shall indemnify the Charter School to the fullest extent pursuant to Section XIII of this Agreement. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, selected by the District, unless there is a conflict of interest.

The Charter School and District shall cooperate fully with reasonable requests from one-another for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

## **XI. SELPA ACTIVITIES**

The District Superintendent or designee shall represent the Charter School at all SELPA activities as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter school as they are to all other schools within the District. To the extent that District staff has the opportunity to participate in committee meetings of the SELPA as representatives of their District, such opportunities shall be made available to Charter School staff.

## **XII. COST CONTAINMENT EFFORTS**

Charter School and District acknowledge the importance of containing the costs of providing special education services to individual students so that these costs do not exceed the amount the District would normally expend if the student being served were attending a District school. Accordingly, Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies to the extent expected of and practiced by other schools in the SELPA and SELPAs serving similar student populations.

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

The Non-Profit shall comply with its obligations under the indemnification, insurance, and risk management terms set forth in the Operational Memorandum of Understanding between the Sacramento Unified School District and Yav Pem Suab Academy dated \_\_\_\_\_, which terms are incorporated as if fully set forth herein.

### **XIV. MISCELLANEOUS PROVISIONS**

- A. Venue. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Sacramento County Superior Court.
- B. Modifications. No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of each Party.
- C. Interpretation. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- D. Integrated Agreement. This Agreement, together with the Operational Memorandum of Understanding, is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. Non-Assignability. This Agreement may not be assigned by the Parties.
- F. Binding Effect. This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. Survival of Covenants. Notwithstanding termination of the Agreement, the indemnification provisions set forth in the Operational Memorandum of Understanding shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices. All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District at:

Sacramento City Unified School District  
5735 47th Ave.  
Sacramento, CA 95824  
Attn: José L. Banda, Superintendent  
Facsimile: (916) 399-2058

To the Non-Profit and the Charter School at:

Yav Pem Suab Academy  
7555 South Land Park Drive  
Sacramento, CA 95831  
Attn: Dennis M. Mah, Superintendent  
Facsimile: (916) 433-5289

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

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

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

\_\_\_\_\_  
Dennis M. Mah  
Superintendent  
Urban Charter Schools Collective

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

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

## **FACILITIES USE AGREEMENT**

This Facilities Use Agreement (“Freeport Agreement”) is made by and between Sacramento City Unified School District (“District”) and Capitol Collegiate Academy, a California non-profit public benefit corporation (“Non-Profit”), which operates Capitol Collegiate Academy Charter School, a charter school (“Charter School”). The Non-Profit and District are collectively referred to as the “Parties.”

### **RECITALS**

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, the District is the owner of real property located at 2118 Meadowview Road, Sacramento, CA 95832 (“Freeport Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) serving students in grades Kindergarten through 4th grade in the 2015-2016 school year, and eventually Kindergarten through 6th grade in the 2017-2018 school year, as the Charter School rolls out a new grade level each school year.
- D. WHEREAS, Non-Profit desired to use certain District facilities for the Charter School and its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocation of facilities under Proposition 39, for the 2015-2016, 2016-2017, and 2017-2018 school years.

### **AGREEMENT**

NOW THEREFORE, in consideration of the covenants and conditions of this Freeport Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit, and vice-versa.

1. Recitals.

The recitals set forth above are incorporated herein and made part of this Freeport Agreement.

2. Facilities.

The District grants use of portions of the Freeport Site (“Facilities”) for specified school years as described and/or depicted in Exhibits A and B, which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Freeport Agreement. The intent of the Parties is to increase the type and space of the Facilities in the second, third and fourth years of this Freeport Agreement, as the Charter School rolls out grade levels to be served at the Charter School. Use of the Facilities shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Freeport Site.

3. Term of this Freeport Agreement.

The term of this Freeport Agreement shall be from July 1, 2015, to June 30, 2018 (“Term”), unless earlier terminated as provided herein.

4. Facilities Use Fee.

Each and every school year, Non-Profit shall pay District fees for use of the Facilities (“Facilities Use Fees”). Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on July 1, 2015, payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States.

The calculation for the 2015-2016 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District. The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which the Facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall

accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District's legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. Over-Allocation.

The District reserves the right to collect over-allocation and other applicable fees and reimbursements from the Charter School, pursuant to Title 5, California Code of Regulations, Section 11969.8. The Charter School's projected in-District Average Daily Attendance ("ADA") for the 2015-2016 school year, and upon which the Facilities are provided, is 212.22; for the 2016-2017 school year, 251.91; and for the 2017-2018 school year, 290.79.

6. Dispute Resolution.

The Parties agree to attempt to resolve all disputes regarding this Freeport Agreement, including the alleged violation, misinterpretation, or misapplication of the Freeport Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

(c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

(d) Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities.

(e) Security Badges. The Charter School will provide security badges for its staff. The badges will be pictured with school name, staff names, and titles. The Charter School staff shall wear these badges to use as evidence that they are lawfully on the premises.

(f) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. The Charter School's scheduled reasonable use of the Freeport Site shall take priority over any requested Civic Center Act, joint-use agreement, or recreational program use. The District shall confirm whether the Charter School has scheduled any use of the Site prior to scheduling any such use.

(g) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Freeport Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Freeport Site, Charter School shall be responsible for costs incurred.

8. Furnishings and Equipment.

The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2015, and shall be sufficient to conduct classroom instruction, and to provide for student services that directly support classroom instruction, as found in the comparison group schools. Said furnishings and equipment will include sufficient desks, chairs, and a white board for each classroom.

The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Freeport Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.

9. Utilities.

District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Freeport Site, the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Freeport Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Freeport Site. Thirty (30) days prior to the commencement of the 2015-2016 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for utilities. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Freeport Agreement. Within one hundred twenty (120) days after the expiration or earlier termination of this Freeport Agreement, the District shall provide the Charter School with a reconciliation of the Charter School's actual utility usage throughout the Term and the cost thereof. The

District shall either refund the Charter School for any overpayment or shall invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Freeport Agreement that the Facilities provided by the Freeport Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Charter School agrees that upon execution of this Freeport Agreement, all obligations of the District to the Charter School under Proposition 39 have been satisfied for the Term of this Freeport Agreement.

(b) Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D, and Charter School shall pay for such services in addition to any other fees or payments required by this Freeport Agreement. The District will not provide gardening services.

12. Signage.

The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Freeport Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Freeport Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

13. Operations and Maintenance.

(a) The District shall maintain the Facilities, furnishings and equipment, in good order, condition, and repair. The Non-Profit will reimburse the District for the costs, including time, labor and materials, to maintain the Facilities in good order, condition and repair.

Said costs to the Non-Profit will be the sum total of: 1) The Facilities Use Fee of Section 4 and Exhibit C of the Agreement; and, 2) the costs of custodial services per Section 11 and Exhibit D of the Agreement. The District will invoice the Non-Profit quarterly for these actual costs of the District employed custodian assigned to the Site, and the Non-Profit will pay said invoices within thirty (30) days of receipt.

The District shall be responsible for providing the wiring/MIS infrastructure for Charter School's use and maintaining it in its condition as of July 1, 2012. In addition, any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"), and the Charter School is responsible for the cost of internet service provided at the commercial rate.

(b) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District's schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(c) Upon the expiration or earlier termination of this Freeport Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions.

The Charter School shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee. Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Freeport Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School's petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Freeport Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District.

The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors.

The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

17. Indemnity.

The Charter School shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance

of any obligation on the Charter School's part to be performed under the terms of this Freeport Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Freeport Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Freeport Agreement shall give prompt written notice thereof to the other Party.

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

18. Insurance.

The Charter School shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Site.

(a) Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Freeport Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School’s business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Freeport Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

20. Liens.

Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys’ fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.

21. Holding Over.

Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Freeport Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities Use Fee plus all other charges payable required by this Freeport Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Freeport Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right

to remove the Charter School at any time after the expiration of the Term or termination of this Freeport Agreement.

22. Assignment and Subletting.

The Charter School may not assign its rights under this Freeport Agreement or sublet any portion of the Facilities without the prior written consent of the District.

23. Rules, Regulations and Law.

The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.

24. Smoking.

Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.

25. Default by Charter School.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Freeport Agreement by Charter School:

(a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.

(b) The failure by Charter School to make timely payments required under this Freeport Agreement.

(c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Freeport Agreement.

(d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Freeport Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Freeport Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

(e) The failure by Charter School to maintain ADA at a level that would avoid over-allocation of space under Title 5, California Code of Regulations, Section 11969.8.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Freeport Agreement and Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Freeport Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Freeport Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

26. Default by District.

District shall be in default of this Freeport Agreement if District fails to perform any material obligation required by this Freeport Agreement. In the event of any default by District, Charter School may terminate this Freeport Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Freeport Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Freeport Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

(b) Marginal Headings. The marginal headings and article titles to the articles of this Freeport Agreement are not a part of the Freeport Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

(d) Amendment. No provision of this Freeport Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

(e) Construction. Each of the Parties acknowledges and agrees that this Freeport Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Freeport Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

(g) Applicable Law. This Freeport Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

(h) Severability. If any provision or any part of this Freeport Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Freeport Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(i) Prevailing Authority. In the event of a conflict between the law and the terms of this Freeport Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Freeport Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Freeport Agreement, the terms of this Freeport Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Freeport Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Freeport Agreement is a binding obligation on the Charter School and the District agrees that this Freeport Agreement is a binding obligation on the District.

(l) Prior Agreements. This Freeport Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Freeport Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Freeport Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District  
Attn: Jose L. Banda  
5735 47th Avenue  
Sacramento, CA 95824

To Non-Profit or Charter School:

Attn: Cristin Fiorelli  
Capitol Collegiate Academy  
2118 Meadowview Road  
Sacramento, CA 95832

(o) Execution in Counterparts. This Freeport Agreement may be executed in counterparts, each of which shall constitute an original of the Freeport Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Freeport Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Freeport Agreement represents and warrants that such person has been duly authorized to sign this Freeport Agreement on behalf of the Party indicated, and each of the Parties by signing this Freeport Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Freeport Agreement.

Non-Profit and Charter School

District

By: \_\_\_\_\_  
Cristin Fiorelli  
Head of School

By: \_\_\_\_\_  
Jose L. Banda  
Superintendent

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

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

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

\_\_\_\_\_  
Secretary to the Board of Education

## **Exhibit A –Facilities**

Per the spreadsheet, the total square footage of the Facilities for the Charter School’s use will be as follows: 2015-2016 through 2017-2018 = 32,888 total square feet.

School Name: Freeport Elementary School  
 School Code: 114  
 Site Area: 10.46 Acres  
 Year Built: 1954  
 Year Modernized: 1999  
 A.P.N. 052-0100-004

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/ Modernized	DSA #	Comments	Charter Only	Vacant
<b>PERMANENT BUILDINGS</b>									
<b>Bldg. 001</b>	<b>C</b>				1960 1999	20604 67792			
J001	C9		Janitor	52			FY 12/13	52	
O001	C5	1	Classroom	1,335			FY 12/13	1,335	
O002	C4	2	Classroom	952			FY 12/13	952	
O003	C3	3	Classroom	952			FY 12/13	952	
O004	C2	4	Classroom	952			FY 12/13	952	
O005	C1	5	Classroom	979			FY 12/13	979	
T001	C8		Toilet (Women)	110			FY 12/13	110	
T01A	C7		Toilet	47			FY 12/13	47	
T01B	C6		Toilet	47			FY 12/13	47	
T002	C10		Toilet (Men)	110			FY 12/13	110	
BUILDING AREA TOTAL				5,535					
COVERED WALKWAYS				868				868	
CLASSROOMS				5					
<b>Bldg. 002</b>	<b>B</b>				1954 1999	11831 67792			
B001	B3		Heater	214			FY 12/13	214	
J001	B1		Closet	63			FY 12/13	63	
J002	B2		Janitor	66			FY 12/13	66	
T001	B4		Toilet (Boys)	226			FY 12/13	226	
T002	B5		Toilet (Girls)	226			FY 12/13	226	
BUILDING AREA TOTAL				795					
COVERED WALKWAYS				208				208	
CLASSROOMS				0					
<b>Bldg. 003</b>	<b>A</b>				1954 1960	11831 2064			
C005			Closet	69			FY 12/13	69	
O007	A4	7	Classroom	960			FY 13/14	960	
O008	A3	8	Classroom	960			FY 13/14	960	
O009	A2	9	Classroom	960			FY 14/15	960	
O010	A1	10	Classroom	967			FY 14/15	967	
S005	A7		Storage	178			FY 12/13	178	
S06A	A6		Closet	82			FY 12/13	82	

X006	A5	6	Library	1,118			FY 12/13	1,118
BUILDING AREA TOTAL				5,294				
COVERED WALKWAYS				941			Prorated	941
CLASSROOMS				4				

<b>Bldg. 004</b>		<b>D</b>			1960	20604		
					1999	67792		
		D7	Workroom	105			FY 12/13	105
		D6	Speech	157			FY 12/13	157
Z001		D5	Principal	440			FY 12/13	440
C004		D4	Health Room	194			FY 12/13	194
C005		D2	Rest Area	88			FY 12/13	88
		D9	Office	216			FY 12/13	216
		D10	Closet	10			FY 12/13	10
		D8	Office	260			FY 12/13	260
H001		D1	Lobby	299			FY 12/13	299
H002		D1	Administration	295			FY 12/13	295
T001		D3	Toilet	28			FY 12/13	28
M001		D11	Storage	41			FY 12/13	41
S001		D12	Closet	23			FY 12/13	23
BUILDING AREA TOTAL				2,155				
COVERED WALKWAYS				344			FY 12/13	344
COVERED WALKWAYS (ENCLOSED)				922			FY 12/13	922
CLASSROOMS				0				

<b>Bldg. 005</b>		<b>E</b>			1960	20604		
					1999	67792		
T001		E6	Toilet (Mens)	110			FY 12/13	110
T002		E7	Toilet (Womens)	110			FY 12/13	110
T030		E4	Toilet	85			FY 12/13	85
T040		E3	Toilet	85			FY 12/13	85
Y030		E1	30 Classroom	1,037			FY 12/13	1,037
		E5	Workroom	192			FY 12/13	192
Y040		E2	40 Classroom	1,037			FY 12/13	1,037
		E8	Workroom	192			FY 12/13	192
BUILDING AREA TOTAL				2,847				
COVERED WALKWAYS				766			FY 12/13	766
CLASSROOMS				2				

<b>Bldg. 006</b>		<b>F</b>			1954	11831		
					1960	20604		
J001		F2	Janitor	115			FY 12/13	115
K001		F3	Kitchen	434			FY 12/13	434
S001		F4	Food Storage	42			FY 12/13	42
S002		F6	Dry Storage	70			FY 12/13	70
S003		F3	Storage	128			FY 12/13	128
S003		F7	Storage	259			FY 12/13	259
T001		F5	Toilet	43			FY 12/13	43
U001		F1	Multi-Purpose	2,822			FY 12/13	2,822
U002		F8	Platform	809			FY 12/13	809
BUILDING AREA TOTAL				4,720				

COVERED WALKWAYS	633	FY 12/13	633
COVERED WALKWAYS (ENCLOSED)	140	FY 12/13	140
CLASSROOMS	0		

<b>Permanent Building Area</b>	<b>21,345</b>
<b>Permanent Covered Walkways</b>	<b>3,760</b>
<b>Permanent Covered Walkways (Enclosed)</b>	<b>1,062</b>
<b>Permanent Classroom</b>	<b>11</b>

**PORTABLE BUILDINGS**

<b>P01</b>								
O011		11	Classroom	960	1987	48943	FY 15/16	960
O012		12	Classroom	960	1991	55702	FY 15/16	960
O013		13	Classroom	960	1991	55702	FY 15/16	960
O014		14	Classroom	960	1989	51735	FY 15/16	960
O015		15	Classroom	960	1990	53491	FY 15/16	960
TOTAL BUILDING AREA				4,800				
COVERED WALKWAYS				0				
CLASSROOMS				5				

<b>P02</b>								
O034		34	Classroom	900	1967/1999	28948/67792	FY 15/16	960
O035		35	Classroom	900	1967/1999	28948/67792	FY 15/16	960
TOTAL BUILDING AREA				1,800				
COVERED WALKWAYS				0				
CLASSROOMS				2				

<b>P03</b>								
O016		16	Classroom	960	2006	02-106237		960
O017		17	Classroom	960	2006	02-106237		960
		18	Classroom	960	2006	02-106237		960
		19	Classroom	960	2006	02-106237		960
		20	Classroom	960	2006	02-106237		960
		21	Classroom	960	2006	02-106237		960
		22	Classroom	960	2006	02-106237		960
		23	Classroom	960	2006	02-106237		900
		24	Classroom	960	2006	02-106237		900
			Toilets	480	2006	02-106237		480
			Toilets	480	2006	02-106237		480
TOTAL BUILDING AREA				9,600				
COVERED WALKWAYS				0				
CLASSROOMS				9				

<b>P08</b>								
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O036		36	Classroom	900	1970	34230
TOTAL BUILDING AREA				900		
COVERED WALKWAYS				0		
CLASSROOMS				1		

900

<b>P09/P10</b>						
O001			Classroom	960	1990	51931
O002			Classroom	960	1990	51931
TOTAL BUILDING AREA				1,920		
COVERED WALKWAYS				0		
CLASSROOMS				2		

960

960

<b>P11</b>						
			Classroom	1,440	2001	02-101487
TOTAL BUILDING AREA				1,440		
COVERED WALKWAYS				0		
CLASSROOMS				1		

1440

<b>Portable Building Area</b>	<b>20,460</b>
<b>Covered Walkways</b>	<b>0</b>
<b>Portable Classrooms</b>	<b>20</b>
<b>TOTAL BUILDING AREA</b>	<b>41,805</b>
<b>TOTAL COVERED WALKWAYS</b>	<b>3,760</b>
<b>TOTAL COVERED WALKWAYS (ENCLOSED)</b>	<b>1,062</b>
<b>TOTAL CLASSROOMS</b>	<b>31</b>

Check Sum 46,627

<b>TOTAL</b>	<b>32,888</b>	<b>13,740</b>
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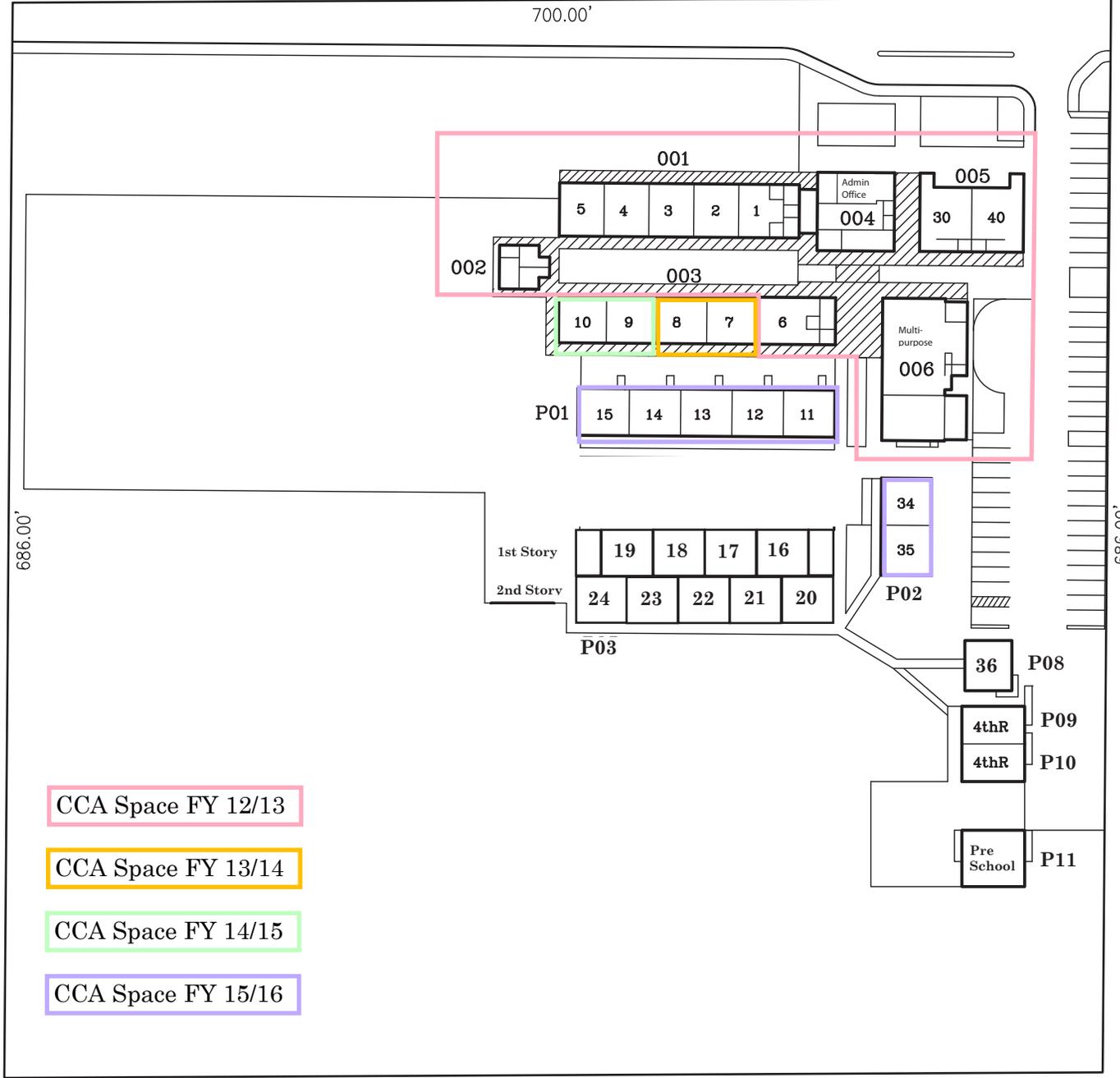
<b>Total Shared Space</b>	<b>0</b>
<b>Total Exclusive Charter Space</b>	<b>32,888</b>
<b>Total Exclusive District Space</b>	<b>13,740</b>
<b>Charter Site Percent</b>	<b>70.53%</b>
<b>Total Square Feet to be reflected in Facilities Use Agreement</b>	<b>32,888</b>
<b>Space Exclusively for Charter Shared Space</b>	<b>32,888</b>
<b>Total</b>	<b>32,888</b>

## **Exhibit B – Map of Facilities/ Buildings and Other Property**

The Facilities are limited to the buildings and other property that are marked on the attached “Existing Site Diagram.”

MEADOWVIEW RD.

700.00'



686.00'

686.00'

1st Story  
2nd Story

CCA Space FY 12/13

CCA Space FY 13/14

CCA Space FY 14/15

CCA Space FY 15/16

700.00'



NORTH

Scale 1"=100'

SITE AREA: 10.46 ACRES  
A.P.N. 052-0100-004

Freeport Elementary School (114)  
2118 Meadowview Road  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

# EXISTING SITE DIAGRAM

### **Exhibit C – Facilities Use Fee**

For the 2015-2016 school year, Non-Profit shall pay District an initial estimated Facilities Use Fee of sixty-nine thousand sixty-four and seventy-six cents (\$69,064.76) based on a pro rata Facilities cost estimate of two dollars and ten cents (\$2.10) per square foot for the use of thirty-two thousand eight hundred eighty-eight (32,888) square feet of the Freeport Site (the Facilities) during that time. The Facilities Use Fee shall be paid out in twelve equal monthly installments throughout the fiscal year. Beginning on July 1, 2015, the monthly installment payments shall be payable on or in advance on the first day of each month (“Due Date”), without deduction, offset, prior notice or demand, in lawful money of the United States.

## **Exhibit D – Custodial Services**

The Charter School shall pay the District for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School will reimburse the District for the actual costs, including time and labor (including salary, benefits and payroll taxes), to provide custodial services for the Facilities.

For the 2015-2016, 2016-2017, and 2017-2018 school years, the Charter School will reimburse the District for increased amounts of services, supplies and tools caused by the increase in the Facilities and/or the increase in the Charter School's use of the Facilities. The Parties shall meet and confer at least sixty (60) days before July 1 of each of these school years to determine the necessary increase in the hours of daily custodial service for that school year. Should the Parties be unable to agree on the necessary increase, the District may increase the hours a reasonable necessary amount to correspond with the increased amount of Facilities provided to the Charter School on an annual basis.

**Additional Services:** Should the Charter School require additional custodial services above the District's standard practices and policies, or for special events, those costs to the Charter School will be assessed separately as requested.

## FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and Urban Charter Schools Collective, a California non-profit public benefit corporation (“Non-Profit”), which operates Yav Pem Suab—Preparing for the Future Charter School, a charter school (“Charter School”). The Non-Profit and District are collectively referred to as the “Parties.”

### RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of real property located at Lisbon Elementary School, 7555 South Land Park Drive, Sacramento, California (“Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) serving students in grades kinder through 6<sup>th</sup> grade in the 2015-16, 2016-17, and 2016-17 school year.
- D. WHEREAS, Charter School desires to use certain District facilities located on the Site for its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocating of facilities under Proposition 39, for the 2015-2016, 2016-2017, and 2017-18 school years.

### AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit.

- 1. Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. Facilities. Use of the Facilities shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Site. The District grants use of the following facilities (“Facilities”) located on the Site as described and/or depicted in Exhibits A and B, which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Agreement.

3. Term. The term of this Agreement shall be from July 1, 2015, to July 31, 2018 (“Term”), unless earlier terminated as provided herein.

4. Facilities Use Fee.

Each and every school year, Non-Profit shall pay District a Facilities Use Fee. Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on July 1, 2015, payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States.

The calculation for the 2015-2016 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District. The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District’s legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. Over-Allocation. The District reserves the right to collect over-allocation and other applicable fees and reimbursements from the Charter School, pursuant to Title 5, California Code of Regulations, Section 11969.8. The Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2015-2016 school year, and upon which the Facilities are provided, is **298.7**.

6. Dispute Resolution. The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.
  
7. Use.
  - (a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.
  
  - (b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.
  
  - (c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.
  
  - (d) Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities.
  
  - (e) Security Badges. The District will provide security badges to the Charter School for its staff. The Charter School will pay for the cost of the security badges. Charter School staff shall wear these badges to use as evidence that they are lawfully on the premises. Charter School is entitled to up to twenty-five (25) District badges. Lost or stolen badges shall be replaced at a cost of \$5.00 per badge.
  
  - (f) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities

accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

(g) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Site, Charter School shall be responsible for costs incurred.

8. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2011. Said furnishings and equipment will include sufficient desks, chairs and a white board for each classroom. The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.
9. Utilities. District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s), the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the

District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Thirty (30) days prior to the commencement of the 2015-2016 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for utilities. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall provide the Charter School with a reconciliation of the Charter School's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Charter School for any overpayment or shall invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Charter School agrees that upon execution of this Agreement, all obligations of the District to the Charter School under Proposition 39 have been satisfied for the Term of this Agreement.

(b) Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation

of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

13. Operations and Maintenance.

(a) The cost for the ongoing operations and maintenance of the Facilities and furnishings and equipment is calculated into the Facilities Use Fee of Section 4 of this Agreement. The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2011. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the cost of internet service provided at the commercial rate.

(b) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District's schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(c) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions. The Charter School shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee. Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School's petition.

Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.
16. Employees, Contractors and Independent Contractors. The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.
17. Indemnity.

The Charter School shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims,

demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

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

18. Insurance. The Charter School shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Site.

(a) Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the

Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

20. Liens. Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.
21. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
22. Assignment and Subletting. The Charter School may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.
23. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.
24. Smoking. Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.
25. Default by Charter School. The occurrence of any one or more of the following events

shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.
- (b) The failure by Charter School to make timely payments required under this Agreement.
- (c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
- (d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.
- (e) The failure by Charter School to maintain ADA of eighty (80) or more in-District students as the term "in-District students" is defined in Proposition 39.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

26. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

(b) Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

(d) Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

(e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

(g) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

(h) Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(i) Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the

Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District  
Attn: Sue Lee, Charter Oversight Coordinator  
5735 47<sup>th</sup> Ave  
Sacramento, CA 95824  
Facsimile: 916-399-2020

To Non-Profit or Charter School:

Attn: Lee Yang, Superintendent  
Lisbon Elementary School  
7555 South Land Park Drive  
Sacramento, CA 95831  
Facsimile: 916-691-9088

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile

or portable document format (“pdf”) to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

Non-Profit and Charter School

District

By: \_\_\_\_\_  
Lee Yang  
Superintendent  
Urban Charter Schools Collective

By: \_\_\_\_\_  
Jose L. Banda  
Superintendent  
Sacramento City Unified  
School District

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

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

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

\_\_\_\_\_  
Secretary to the Board of Education

## EXHIBIT A- Facilities

Facilities to be provided: Except as otherwise provided herein, Charter School will have use of the entire site, except for the following classrooms 14, 28, 29, 30.

However, the Pre-K play area is east of Room 14 and north of rooms 2 and 3, shall be shared with the Child Development Center that is also operated at the site. A Charter School designee shall meet and confer with Child Development Center in order to determine a schedule for shared use of the pre-K play area.

School Name: Lisbon Elementary School  
 School Code: 284  
 Site Area: 6.37Acres Year Built: 1988  
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053

Address: 7555 South Land Park Dr., Sacramento, CA 95831

Bldg/Room Code	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA #
<b>PERMANENT BUILDINGS</b>						
<b>Bldg. 001</b>					1988	49739
Y001	1	Classroom		848		
Y002	2	Classroom		848		
S004		Storage		115		
T001		Toilet		44		
T002		Toilet		44		
K001		Work Area		164		
T003		Toilet		13		
T004		Toilet		13		
S003		Storage		106		
I001		Staff Lounge		516		
S002		Storage		82		
S001		Computer Rm.		224		
X001		Library		1,213		
		Unspecified		165		

<u>Charter Only</u>	<u>District Only</u>	<u>Shared</u>
848		
848		
		115
		44
		44
164		
13		
13		
106		
516		
82		
224		
1,213		
165		

BUILDING AREA TOTAL	4,395	
COVERED CORRIDORS & WALKWAYS	1,089	1,089
CLASSROOMS	2	

<b>Bldg. 002</b>					1988	49739
K001		Kitchen		548		
S002		Pantry		126		
S003		Storage		569		
		Refrig. Room		50		
		Mechanical		12		
U001		Multi-Use		3,530		
ZS00		Platform		673		
		Stairway		58		
		Stairway		24		
		Unspecified		3,205		

548		
126		
		569
50		
12		
3,530		
673		
58		
24		
3,205		

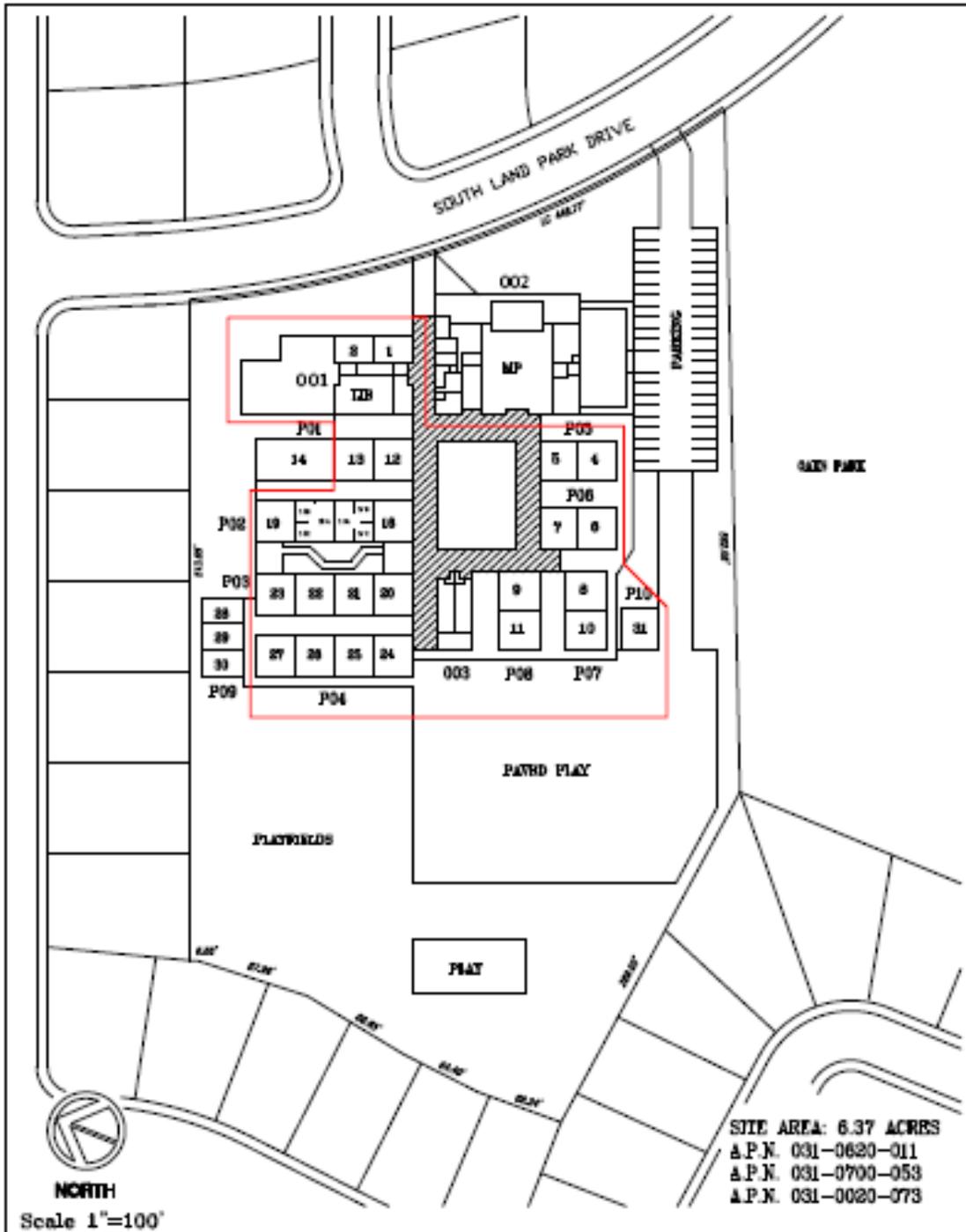
BUILDING AREA TOTAL	8,795	
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Permanent Building Area	14,690
Covered Walkways	7,925
Permanent Classrooms	2
<b>Total Site Area</b>	<b>40,610</b>
<b>Total Covered Walkways</b>	<b>7,925</b>
<b>Grand Total</b>	<b>48,535</b>

Total Shared Space	8,697
Ratio of Charter to District Space	0.8933
Shared Space Allocated to Charter	7,769
Total Square Feet to be reflected in Facilities Use Agreement	
Space Exclusively for Charter	35,998
Shared Space	7,769
Total	43,767

EXHIBIT B



Lisbon Elementary School (284)  
 7555 South Land Park Drive  
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM  
 DECEMBER 2003

## EXHIBIT C

For the 2015-2016 school year, Charter School shall pay District an initial estimate Facilities Use Fee of Ninety One Thousand Nine Hundred Ten and Seventy Cents (\$91,910.70), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Forty-Three Thousand Seven Hundred Sixty Seven (43,767) square feet of the Facilities during that time. The initial estimate Facilities Use Fee shall be paid out in equal installments of Seven Thousand Six Hundred Fifty Nine Dollars and Twenty Three Cents (\$7,659.23) each month throughout the fiscal year. Beginning on July 1, 2015, payments shall be payable on or in advance on the first day of each month (“Due Date”), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will re-calculate and adjust these fees annually for the remaining fiscal years for the Term of this Agreement

## EXHIBIT D

The Charter School shall be responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School shall bear the cost of such custodial services, including the salary and benefits of the Custodian and the cost of any cleaning supplies and tools necessary for the Custodian to provide services. The Charter School shall purchase, store and provide all consumable materials which the custodian shall use in the provisioning of the facilities' restrooms, including but not limited to toilet paper, soap, and paper towels. The District shall provide its fair share of the paper products to the site consumed by the regular and reasonable use of the restrooms shared by the District, or the District's programs. In the event that the Charter School fails to meet these standards, the School will become responsible for the salary and benefits of the District-supplied plant manager/custodian and the cost of the cleaning supplies, tools and materials used by the custodian.





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1f

**Meeting Date:** June 18, 2015

**Subject:** Approve Staff Recommendations for Expulsion #13, #14, & #15, 2014-2015

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

**Division:** Student Hearing and Placement Department

**Recommendation:** Approve staff recommendation for Expulsion #13, #14, & #15 (2014-2015)

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** College and Career Ready Students

**Documents Attached:**

1. None

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

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

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1g

**Meeting Date:** June 18, 2015

**Subject:** Approve Resolution No. 2847: Resolution Regarding Board Stipends

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

**Department:** Board of Education.

**Recommendation:** Approve Resolution No. 2847: Resolution Regarding Board Stipends.

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

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Resolution No. 2847: Resolution Regarding Board Stipends.

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

**Submitted by:** Darrel Woo, Board President

**Approved by:** José Banda, Superintendent

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

**RESOLUTION NO. 2847**

**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 18<sup>th</sup> day of June, 2015, by the following vote:

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

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Darrel Woo  
President of the Board of Education

ATTESTED TO:

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José Banda  
Secretary of the Board of Education

**ATTACHMENT A**

**RESOLUTION NO. 2847**

1. Absence Due to Hardship Finding. Stipends are authorized to the following Board members due to an unavoidable employment obligation:
  - a. Board member Jay Hansen for the meeting date of May 27, 2015.
  - b. Board member Christina Pritchett for the meeting date of June 4, 2015.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1h

**Meeting Date:** June 18, 2015

**Subject:** New Board Policy No. 5147.27: Food Allergies

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

**Department:** Student Support and Health Services

**Recommendation:** Approve new policy on Food Allergies, Board Policy No. 5147.27.

**Background/Rationale:** Food Allergies are an increasing concern for our schools. Students have had severe reactions to peanuts and other food. These students may require 504 Plans and accommodations that impact the classroom and school community. Schools are in need of guidance regarding the handling of these matters.

**Financial Considerations:** Unknown minimal expenses associated with 504 accommodations.

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

**Documents Attached:**

1. Executive Summary
2. Board Policy 5147.27, Food Allergies

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

**Submitted by:** Barbara Kronick, Director III, Student Support Services; Raoul Bozio, Manager II, Legal Services

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

# Board of Education Executive Summary

## Legal Services Office

Approve New Board Policy 5147.27, Food Allergies

June 18, 2015



### I. OVERVIEW / HISTORY:

Food Allergies are an increasing concern for our schools. Students have had severe reactions to peanuts and other food. These students may require 504 Plans and serious accommodations that impact the classroom and school community. This new and optional policy is designed to provide schools with greater guidance for the handling of such complex matters in order to ensure a safe and welcoming environment.

### II. DRIVING GOVERNANCE:

This is an optional policy, however, it is informed by and relates to, Education Code Section 49414, Emergency Epinephrine auto-injectors, 49423, Administration of Medications, and Section 504 of the federal Rehabilitation Act.

### III. BUDGET:

The fiscal impact of this measure is minimal given that many accommodations already take place and the precautionary measures add few costs. The associated policies, such as 504 plans, BP/AR 6164.6, and BP/AR 5141.21, Administration of Medication, bring with them existing associated costs. Implementation of this policy should help decrease potential exposure to liability for the District as well.

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

As noted above, this new policy is designed to provide schools with greater guidance for the handling of complex food allergy matters in order to ensure a safe and welcoming school environment. Food allergies are a matter of growing public consciousness, and as such, require that some new measures be taken in order to serve these students. Accommodations for such students, including those with a 504 Plan, are being developed pursuant to a more detailed Administrative Regulation. These accommodations include providing trainings to staff, providing notices that certain classes and school activities are to be free of the particular allergen, and establishing safe eating areas (peanut free area of cafeteria, etc.)

### V. MAJOR INITIATIVES:

Consistent with LCAP goals, this policy is designed to provide a safe and effective learning environment for all students and to serve students with allergies, including those with disabilities, with a highly effective educational environment.

## Board of Education Executive Summary

### Legal Services Office

Approve New Board Policy 5147.27, Food Allergies

June 18, 2015



#### **VI. RESULTS:**

The intent is to create a safe school environment for all students, including those with significant allergies.

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

Monitor the implementation of this new policy and provide continued trainings for school administration and staff regarding allergy avoidance measures and the administration of medication, specifically the use of epinephrine auto-injectors.

# Sacramento City USD

## Board Policy

### Food Allergies/Special Dietary Needs

BP 5141.27

#### Students

The Governing Board desires to prevent students' exposure to foods to which they are allergic or intolerant and to provide for prompt and appropriate treatment in the event that a severe allergic reaction occurs at school.

The Superintendent or designee shall develop guidelines for the care of food-allergic students. Such guidelines shall include, but are not limited to, strategies for identifying students at risk for allergic reactions, avoidance measures, education of staff regarding typical symptoms, and actions to be taken in the event of a severe allergic reaction.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3554 - Other Food Sales)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5030 - Student Wellness)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

Parents/guardians shall be responsible for notifying the Superintendent or designee, in writing, regarding any food allergies or other special dietary needs of their child in accordance with administrative regulation.

(cf. 5125 - Student Records)

When a student's food allergy or food intolerance substantially limits one or more major life activities, his/her parents/guardians shall be informed of the district's obligation to evaluate the student to determine if he/she requires accommodations pursuant to Section 504 of the federal Rehabilitation Act. The student shall be evaluated in accordance with law and the procedures specified in AR 6164.6 - Identification and Education Under Section 504. If that process results in the development of a Section 504 plan, the district shall provide the accommodations and/or aids and services identified in the plan.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6164.6 - Identification and Education Under Section 504)

If a student's diet restrictions and needed services are addressed in an individualized education

program (IEP), the Superintendent or designee shall ensure compliance with the IEP including any necessary food substitutions.

(cf. 6159 - Individualized Education Program)

Students shall not be excluded from school activities nor otherwise discriminated against, harassed, intimidated, or bullied because of their food allergy.

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

Any complaint of alleged noncompliance with this policy shall be addressed through appropriate district complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

The district's food services program may, but is not required to, accommodate individual student preferences or diets that are not supported by a statement from the student's licensed physician, nurse practitioner, or physician's assistant.

Legal Reference:

EDUCATION CODE

234.1 Prohibition against discrimination, harassment, intimidation, and bullying

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49423 Administration of prescribed medication for student

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

15562 Reimbursement for meals, substitutions

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

701-795a Rehabilitation Act, including:

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1751-1769h National School Lunch Program

1771-1791 Child nutrition, especially:

1773 School Breakfast Program

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
225.16 Meal programs, individual substitutions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

CNP 07-2014- Accommodating children with special dietary needs.

Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004

FOOD ALLERGY RESEARCH AND EDUCATION PUBLICATIONS

School Guidelines for Managing Students with Food Allergies

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Legal and Practical Issues Relating to Accommodating Students with Peanut Allergies, Inquiry and Analysis, April 2009

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FNS Instruction 783-2

Accommodating Children with Special Dietary Needs in the School Nutrition Programs:

Guidance for School Food Service Staff, 2001

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

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, January 2012

WEB SITES

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

Food Allergy Research and Education: <http://www.foodallergy.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

Adopted:

June 18, 2015



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1i

**Meeting Date:** June 18, 2015

**Subject:** Revision to Board Policy No. 3260: Fees and Charges

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

**Department:** Legal Services

**Recommendation:** Approve revisions to District policy regarding pupil fees as required by Education Code Sections 49010, 49011.

**Background/Rationale:** Education Code Sections 49010, 49011, as revised last year, clarify the prohibitions on school districts charging fees for core educational services (such as extra-curricular activities, PE clothes, field trips, etc.). The updated laws require that districts update their policies to align with and accurately reflect the laws.

**Financial Considerations:** Unknown impacts related to increased costs associated with various educational activities.

**LCAP Goal(s):** College and Career Ready Students; Family and Community Engagement

**Documents Attached:**

1. Executive Summary
2. Revised Board Policy 3260 with red lined revisions.
3. Revised Board Policy 3260, clean copy

<p><b><u>Estimated Time of Presentation:</u></b> N/A</p> <p><b><u>Submitted by:</u></b> Raoul Bozio, Manager II, Legal Services</p> <p><b><u>Approved by:</u></b> José L. Banda, Superintendent</p>
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# Board of Education Executive Summary

## Legal Services Office

Approve Revision to Board Policy 3260, Fees and Charges

June 18, 2015



### I. OVERVIEW / HISTORY

Education Code Sections 49010 and 49011 were revised to clarify the restrictions on school districts charging fees for core educational services (such as extra-curricular activities, PE clothes, athletics uniforms, field trips, parent volunteer requirements, etc.). The updated laws require that districts update their policies to align with these sections.

### II. DRIVING GOVERNANCE

Education Code Sections 49010 and 49011.

### III. BUDGET

Schools may face challenges related to providing sufficient funds for various extra-curricular activities and field trips. Additional revenues and fund-raising may be needed in order to continue certain activities.

### IV. GOALS, OBJECTIVES, AND MEASURES

These measures are intended to ensure that all students are provided with a free public education without regard to their ability to pay fees. Requests for voluntary donations of money or time are allowable. However, no student may be penalized or denied participation for failing to donate. Moreover, fee waivers or scholarships processes are not adequate to cure a fee, as these would unlawfully require students/families to self-identify as unable to pay. Establishing these practices will assist in preparing all students for college and careers, and strengthen relationships with all District families.

### V. MAJOR INITIATIVES

The Legal Services Office has been working with school administrations to provide guidance and sample letters for requesting voluntary donations.

### VI. RESULTS

Schools are working toward full compliance with the revised and clarified Education Code limitations on student fees. Significant progress has been made in correcting past practices.

## Board of Education Executive Summary

### Legal Services Office

Approve Revision to Board Policy 3260, Fees and Charges  
June 18, 2015



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

The District must maintain vigilance to continue compliance with the strengthened prohibitions, as well as seek creative opportunities to fund raise and obtain volunteer opportunities for the community.

# Sacramento City USD

## Board Policy

### Fees And Charges

BP 3260

#### **Business and Noninstructional Operations**

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to them at no cost.

No student shall be required to pay a fee, deposit, or other charge for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)

(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socio-economic conditions of district students' families and their ability to pay.

(cf. 3250 - Transportation Fees)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not restrict the district from soliciting for voluntary donations, participating in fundraising activities, and providing prizes or other recognition for participants in such activities and events. However, the district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student and shall not remove, or threaten to remove, from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

Whenever district employees, volunteers, students, parents/guardians, or educational or civic organizations participate in such events or activities, the Superintendent or designee shall

emphasize that participation in the event or activity is voluntary.

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification required to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may provide additional information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8482.6 After School Education and Safety programs

8760-8774 Outdoor science and conservation programs

17453.1 District sale or lease of Internet appliances or personal computers to students or parents

17551 Property fabricated by students

19910-19911 Offenses against libraries

32033 Eye protective devices

32221 Insurance for athletic team member

32390 Fingerprinting program

[35330-35332 Excursions and field trips](#)  
[35335 School camp programs](#)  
[38080-38086 Cafeteria establishment and use](#)  
[38120 Use of school band equipment on excursions to foreign countries](#)  
[39801.5 Transportation for adults](#)  
[39807.5 Payment of transportation costs](#)  
[39837 Transportation of students to places of summer employment](#)  
[48050 Residents of adjoining states](#)  
[48052 Tuition for foreign residents](#)  
[48904 Liability of parent or guardian](#)  
[49010-49013 Student fees](#)  
[49065 Charge for copies](#)  
[49066 Grades, effect of physical education class apparel](#)  
[49091.14 Prospectus of school curriculum](#)  
[51810-51815 Community service classes](#)  
[52612 Tuition for adult classes](#)  
[52613 Nonimmigrant aliens](#)  
[56504 School records; students with disabilities](#)  
[60410 Students in classes for adults](#)

[GOVERNMENT CODE](#)

[6253 Request for copy; fee](#)

[CALIFORNIA CONSTITUTION](#)

[Article 9, Section 5 Common school system](#)

[CODE OF REGULATIONS, TITLE 5](#)

[350 Fees not permitted](#)

[4600-4687 Uniform complaint procedures](#)

[UNITED STATES CODE, TITLE 8](#)

[1184 Foreign students](#)

[COURT DECISIONS](#)

[Driving School Assn of CA v. San Mateo Union HSD \(1993\) 11 Cal. App. 4th 1513](#)

[Arcadia Unified School District v. State Department of Education \(1992\) 2 Cal 4th 251](#)

[Steffes v. California Interscholastic Federation \(1986\) 176 Cal. App. 3d 739](#)

[Hartzell v. Connell \(1984\) 35 Cal. 3d 899](#)

[CTA v. Glendale School District Board of Education \(1980\) 109 Cal. App. 3d 738](#)

[Management Resources:](#)

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)

[Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony,](#)

[Addendum to Fiscal Management Advisory 12-02, October 4, 2013](#)

[Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013](#)

[WEB SITES](#)

[CSBA: <http://www.csba.org>](#)

[California Department of Education: <http://www.cde.ca.gov>](#)

~~The Governing Board desires to furnish books, materials and instructional equipment as needed for the educational program. Because district needs must be met with limited available funds, the~~

~~Board may charge fees when specifically authorized by law.~~

~~The district shall consider the student and parent/guardian's ability to pay when establishing fee schedules and granting exceptions.~~

~~(cf. 1321—Solicitation of Funds from and by Students)~~

~~(cf. 3290—Gifts, Grants and Bequests)~~

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

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

~~(cf. 5143—Insurance)~~

~~(cf. 6145—Extracurricular and Cocurricular Activities)~~

~~(cf. 9323.2—Actions by the Board)~~

Legal Reference:

**EDUCATION CODE**

~~8760-8773 Outdoor science and conservation programs~~

~~17551—Property fabricated by students~~

~~19910—Malicious cutting, tearing, defacing, breaking or injuring~~

~~19911—Willful detention of property~~

~~32221—Insurance for athletic team member~~

~~35330—Excursions and field trips~~

~~35335—School camp programs~~

~~38080-38085—Cafeteria establishment and use~~

~~38119—Lease of personal property; caps and gowns~~

~~38120—Use of school band equipment on excursions to foreign countries~~

~~39807.5—Payment of transportation cost~~

~~39837—Transportation of students to places of summer employment~~

~~41902—Allowances by Superintendent of Public Instruction (re driver training)~~

~~48904—Liability of parent or guardian~~

~~48932—Authorization for activities by student organizations; fund-raising~~

~~49063—Notification of rights~~

~~49490-49493—School Breakfast and Lunch Program~~

~~49500-49505—Meals~~

~~49530-49536—Child Nutrition Act of 1974~~

~~49550-49560—Meals for needy students~~

~~51810-51815—Community service classes~~

~~52500—Adult classes; admission of minors~~

~~52500.1—Eligibility of high school students for enrollment—~~

~~52523—Adult education as supplement for high school curriculum~~

**GOVERNMENT CODE**

~~6253—Request for copy; fee~~

**VEHICLE CODE**

~~21113—Public grounds (parking)~~

**CODE OF REGULATIONS, TITLE 5**

~~350—Fees not permitted~~

~~15500—Food sales in elementary schools~~

~~15501—Food sales in high schools and junior high schools~~

~~15510—Mandatory meals for needy students~~

~~15550-15565—School lunch and breakfast programs—~~

~~CALIFORNIA CONSTITUTION~~

~~Article IX, Section 5—Common school system~~

~~Hartzell v. Connell (1984) 35 Cal. 3d 899~~

~~Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739~~

~~Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251~~

~~CTA v. Glendale SD Board of Education (1980) 109 Cal. App. 3d 738, 746-748~~

~~Driving School Assn of California v. San Mateo Union High School District (1993) 11 Cal. App.~~

~~4th 1513~~

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

reviewed: November 5, 2001

revised: June 18, 2015

# Sacramento City USD

## Board Policy

### Fees And Charges

BP 3260

#### **Business and Noninstructional Operations**

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to them at no cost.

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(cf. 3100 - Budget)

(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socio-economic conditions of district students' families and their ability to pay.

(cf. 3250 - Transportation Fees)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not restrict the district from soliciting for voluntary donations, participating in fundraising activities, and providing prizes or other recognition for participants in such activities and events. However, the district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student and shall not remove, or threaten to remove, from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

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A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification required to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may provide additional information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

#### Legal Reference:

##### EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8482.6 After School Education and Safety programs

8760-8774 Outdoor science and conservation programs

17453.1 District sale or lease of Internet appliances or personal computers to students or parents

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32033 Eye protective devices

32221 Insurance for athletic team member

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35330-35332 Excursions and field trips  
35335 School camp programs  
38080-38086 Cafeteria establishment and use  
38120 Use of school band equipment on excursions to foreign countries  
39801.5 Transportation for adults  
39807.5 Payment of transportation costs  
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48050 Residents of adjoining states  
48052 Tuition for foreign residents  
48904 Liability of parent or guardian  
49010-49013 Student fees  
49065 Charge for copies  
49066 Grades, effect of physical education class apparel  
49091.14 Prospectus of school curriculum  
51810-51815 Community service classes  
52612 Tuition for adult classes  
52613 Nonimmigrant aliens  
56504 School records; students with disabilities  
60410 Students in classes for adults  
GOVERNMENT CODE  
6253 Request for copy; fee  
CALIFORNIA CONSTITUTION  
Article 9, Section 5 Common school system  
CODE OF REGULATIONS, TITLE 5  
350 Fees not permitted  
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UNITED STATES CODE, TITLE 8  
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COURT DECISIONS  
Driving School Assn of CA v. San Mateo Union HSD (1993) 11 Cal. App. 4th 1513  
Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251  
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739  
Hartzell v. Connell (1984) 35 Cal. 3d 899  
CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony,  
Addendum to Fiscal Management Advisory 12-02, October 4, 2013

Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

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

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

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

reviewed: November 5, 2001

revised: June 18, 2015

DRAFT



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1j

**Meeting Date:** June 18, 2015

**Subject:** Revisions to Board Policy No. 5125: Student Records

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

**Department:** Legal Services

**Recommendation:** Approve revisions to Board Policy No. 5125, Student Records

**Background/Rationale:** The Education Code has recently been revised to add explicit protections to student data, including that which is stored or managed in the “cloud” by contracted 3<sup>rd</sup> parties. The law requires that agreements with such 3<sup>rd</sup> parties include assurances regarding the confidentiality of student data.

**Financial Considerations:** NA

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

**Documents Attached:**

1. Executive Summary
2. Board Policy No. 5125 red lined with revisions
3. Board Policy No. 5125 revised, clean copy

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Raoul Bozio, Manager II, Legal Services</p> <p><b>Approved by:</b> José L. Banda, Superintendent</p>
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# Board of Education Executive Summary

## Legal Services Office

Approve Revision to Board Policy 5125, Student Records  
June 18, 2015



### I. OVERVIEW / HISTORY

Education Code Section 49073.1 was revised this past year to add explicit requirements related to the storage of student records in the “cloud” by 3<sup>rd</sup> party contractors. Contracts with 3<sup>rd</sup> party hosts of student records must establish assurances regarding the confidentiality of these records and procedures that will enable such, as well as notifications to those affected by any breach. The law requires that such a contract prohibit the use of information in pupil records to engage in targeted advertising.

### II. DRIVING GOVERNANCE

Education Code Section 49073.1, Contracts for digital storage, management, and retrieval of pupil records; requirements.

### III. BUDGET

There are no additional costs other than the costs associated with the creation and monitoring of such agreements with companies that host student data.

### IV. GOALS, OBJECTIVES, AND MEASURES

The goal is to maintain the confidentiality of student records as school districts move toward utilizing on-line data hosting services. Such is consistent with the District goals of fostering strong relationships with our families and protecting their legal rights under state and federal laws.

### V. MAJOR INITIATIVES

As the District moves to the more efficient use of digital storage and the greater access allowed by same, measures are needed to help protect student confidentiality.

### VI. RESULTS

Legal Services has worked with District departments, including IT and A,R,&E, to maintain student record confidentiality when working with various programs and institutions. The recent Infinite Campus agreement has been amended to provide for the assurances required by Section 49073.1.

## Board of Education Executive Summary

### Legal Services Office

Approve Revision to Board Policy 5125, Student Records  
June 18, 2015



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

Continued enforcement and monitoring of new and existing agreements will be required to ensure compliance with the Education Code and the protection of student confidentiality.

# Sacramento City USD

## Board Policy

### Student Records

BP 5125

#### Students

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Superintendent or designee shall establish regulations for Board approval governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and photocopy student records and shall protect the student and the student's family from invasion of privacy.

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5125.3 - Challenging Student Records)

#### Custodian of Records

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled. The custodian of records shall be responsible for implementing the Board policy and administrative regulation regarding student records. (5CCR 431)

#### [Contract for Digital Storage, Management, and Retrieval of Student Records](#)

[The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.](#)

[\(cf. 3312 - Contracts\)](#)

#### [Legal Reference:](#)

[EDUCATION CODE](#)

[17604 Contracts](#)

[48201 Student records for transfer students who have been suspended/expelled](#)

[48853.5 Foster youth; placement, immunizations](#)  
[48902 Notification of law enforcement of specified violations](#)  
[48904-48904.3 Withholding grades, diplomas, or transcripts](#)  
[48918 Rules governing expulsion procedures](#)  
[48980 Parental notifications](#)  
[48985 Notices in parent/guardian's primary language](#)  
[49060-49079 Student records](#)  
[49091.14 Parental review of curriculum](#)  
[51747 Independent study](#)  
[56041.5 Rights of students with disabilities](#)  
[56050 Surrogate parents](#)  
[56055 Foster parents](#)  
[69432.9 Cal Grant program; notification of grade point average](#)  
**[BUSINESS AND PROFESSIONS CODE](#)**  
[22580-22582 Digital privacy](#)  
[22584-22585 Student Online Personal Information Protection Act](#)  
**[CODE OF CIVIL PROCEDURE](#)**  
[1985.3 Subpoena duces tecum](#)  
**[FAMILY CODE](#)**  
[3025 Access to records by noncustodial parents](#)  
[6552 Caregiver's authorization affidavit](#)  
**[GOVERNMENT CODE](#)**  
[6252-6260 Inspection of public records](#)  
**[HEALTH AND SAFETY CODE](#)**  
[120440 Immunizations; disclosure of information](#)  
**[PENAL CODE](#)**  
[245 Assault with deadly weapon](#)  
**[WELFARE AND INSTITUTIONS CODE](#)**  
[681 Truancy petitions](#)  
[701 Juvenile court law](#)  
[16010 Health and education records of a minor](#)  
**[CODE OF REGULATIONS, TITLE 5](#)**  
[430-438 Individual student records](#)  
[16020-16027 Destruction of records of school districts](#)  
**[UNITED STATES CODE, TITLE 20](#)**  
[1232g Family Educational Rights and Privacy Act](#)  
[1232h Protection of Pupil Rights Amendment](#)  
**[UNITED STATES CODE, TITLE 26](#)**  
[152 Definition of dependent child](#)  
**[UNITED STATES CODE, TITLE 42](#)**  
[11434a McKinney-Vento Homeless Assistance Act; definitions](#)  
**[CODE OF FEDERAL REGULATIONS, TITLE 16](#)**  
[Part 312 Children's Online Privacy Protection Rule](#)  
**[CODE OF FEDERAL REGULATIONS, TITLE 34](#)**  
[99.1-99.67 Family Educational Rights and Privacy](#)  
[300.501 Opportunity to examine records for parents of student with disability](#)

Management Resources:

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

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

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpc>

Legal Reference:

EDUCATION CODE

48904—Liability of parent

48904.3—Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

49060-49078—Pupil records

51747—Independent study programs

56050—Surrogate parents

56055—Foster parents

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025—Parental access to records

GOVERNMENT CODE

6252-6260—Inspection of public records

WELFARE AND INSTITUTIONS CODE

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438—Individual pupil records

16020-16028—Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232 Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

300.500—Definition of "personally identifiable"

~~300.501—General responsibilities of public agencies~~  
~~300.502—Opportunity to examine records~~  
~~300.573—Destruction of information~~

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
adopted: ~~\_\_\_\_\_~~ November 16, 1998 Sacramento, California  
reviewed: April 15, 2002  
revised: June 18, 2015

# Sacramento City USD

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Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

reviewed: April 15, 2002

revised: June 18, 2015



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1k

**Meeting Date:** June 18, 2015

**Subject:** Approve Amended Minutes of the February 19, 2015, 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 Amended Minutes of the February 19, 2015, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

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

**Documents Attached:**

1. Amended Minutes of the February 19, 2015, Board of Education Regular Meeting

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

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

## Board of Education Members

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

Thursday, Feb.19, 2015

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

## **AMENDED MINUTES**

2014/15-16

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

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

*Members Present:*

*Vice President Christina Pritchett*

*President Darrel Woo*

*Diana Rodriguez*

*Ellen Cochrane*

*Jessie Ryan*

*Members Absent:*

*Second Vice President Jay Hansen (arrived at 5:00 p.m.)*

*Gustavo Arroyo (arrived at 5:00 p.m.)*

*A quorum was reached.*

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

*Public Comment:*

*Nikki Milevsky, President of the Sacramento City Teachers' Association (SCTA), again has concerns about health care changes. She noted positive comments she made at the last Board meeting regarding the big step made toward resolving issues agreeing to reinstate Health Net for actives and 365 retired teachers. As a sign of good faith, they also agreed to put the PERB charge and agreements in abeyance for a period of two weeks to see if progress can be made towards resolving outstanding issues related to following the contract. Expiration of the two week period is tomorrow, and unless a framework is established to resolve the issues it will be SCTA's intent to move those consolidated grievances as quickly as possible to arbitration. She also has concerns about the broker, Keenan and Associates, and the purported savings to the District. She said they are willing to continue to work with Carol Mignone and Gerardo Castillo to resolve the differences, but cannot do so at the expense of delaying an arbitration in which they feel confident they will prevail. They have provided a framework to resolve*

*the issues that they hope will be presented to the Board shortly, and offer willingness to answer questions here or in another setting including closed session if that is appropriate and helpful.*

*President Woo then adjourned to closed session.*

### **3.0 CLOSED SESSION**

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

#### *3.1 Government Code 54956.9 - Conference with Legal Counsel – Anticipated Litigation:*

- a) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case No. 2014110501)*
- b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9*
- c) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9*

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

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

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

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

*The meeting was called back to order at 6:40 p.m. by President Woo.*

#### *Members Present:*

*Second Vice President Jay Hansen  
Vice President Christina Pritchett  
President Darrel Woo  
Diana Rodriguez  
Gustavo Arroyo  
Ellen Cochran  
Jessie Ryan  
Student Member Asami Saito*

#### *Members Absent:*

*None*

*The Pledge of Allegiance was led by the Mandarin Immersion Program, a group of Third grade students from William Land Elementary School. The students then performed two Chinese New Year dances, the Handkerchief Dance and the Fan Dance. Certificates of Appreciation were presented by Second Vice President Jay Hansen.*

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

*Counsel Jerry Behrens announced that two items in closed session passed unanimously 7-0, Special Education matter OAH Case No. 2014110501 and Resolution 2014/15-A, Resolution of Non-Re-employment of Temporary Certificated Employees.*

## **6.0 AGENDA ADOPTION**

*President Woo recognized Second Vice President Hansen who pulled Item 9.1a from the Agenda.*

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

## **7.0 SPECIAL PRESENTATION**

### **7.1 Approve Resolution #2820: Recognition of National African American History Month (Diana Rodriguez)**

*Member Rodriguez spoke on the important of diversity in the District and asked that we celebrate National African American History Month. To help do this, she selected a video to be shown of Ernestine Johnson performing The Average Black Girl. Member Rodriguez also read Resolution #2820 before the video was shown.*

*Member Rodriguez moved to approve Resolution #2820, Recognition of National African American History Month. The motion was seconded by Vice President Pritchett.*

#### **Public Comment:**

*Terrence Gladney thanked Member Rodriguez for bringing the resolution forward. He noted the importance of having a cultural component present in school curriculum.*

*A vote was then taken on the resolution, which passed unanimously.*

*Member Rodriguez presented copies of the Resolution to Darryl Jenkins and Franklin Jackson of 100 Black Men, Sam Starks of MLK 365, and Carl Pinkston and Darryl White of The Black Parallel School Board.*

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

*Member Ryan thanked Member Rodriguez for bringing the resolution forward, and recognized the organizations present and their work.*

*Member Arroyo also thanked Board Member Rodriguez and stated that the plight of the African American communities is not unlike that of the Latino and South East Asian children and families in Sacramento. He said they have a willing partner who will continue to work together to make sure that their needs and the needs of every student and family are met in the District.*

*President Woo thanked all and echoed the thoughts of his colleagues. In recognition of National African American History Month he hopes we continue the work that we do, not for ourselves, but for our children and our childrens' children.*

## **8.0 PUBLIC COMMENT**

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

### *Public Comment:*

*Terrence Gladney updated the Board on the John F. Kennedy High School stadium project. He thanked President Woo for joining him, Cathy Allen of Facilities, Principal Sweitzer, and a representative from HMR Architects to meet on this issue. He feels that the process is broken. When he asked Facilities why the cost increased from 2 million to 5.9 million dollars he feels he did not get a definitive answer other than there was extensive geotechnical work that needed to be done. When he asked if the Board was informed in October of 2013 that there was an increase, he was told by Ms. Allen that she was under direction to just get the project done by a previous Superintendent. Mr. Gladney stated that local stakeholders were not included in the onset of the project; 6 million dollar was budgeted, and now \$20,000 worth of needed equipment out of that budget was not purchased. The explanation was that there is an agreement between facilities and administration that the site would fund some of those necessities. Last night he had to go to his fellow John F. Kennedy High School track parents and tell them there must be fundraising. Also Principal Sweitzer had to spend \$6,000 out of his general fund supply budget as well. Going forward, Mr. Gladney recommended that local stakeholders are including at the onset. There was some inclusion along the way, but it was after the budget was developed. The feedback he received was that the department does not want to slow projects down. He also suggested having the Bond Oversight Committee oversee projects from the onset to see that budgets are complete and stakeholders heard. The feedback he received was that they are not local stakeholders and so cannot speak on behalf of a school site's needs. Mr. Gladney thanked staff for their help.*

## **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.*

*Second Vice President Hansen asked about Item 9.1a, specifically the three service agreements listed, two of which were for HMR Architects and one for MCF Construction Services. He asked how the District chose those vendors for that work. Jim Dobson explained that architectural and inspector services are considered professional services, and therefore not subject to the traditional competitive bid process. The department, however, did issue request for quotations for architectural and inspector services. The last architect and engineering firm request for quotation was issued June 28, 2013, with statements of qualifications due August 23, 2013. Twenty-five firms responded. Paper screening and interviews were conducted, and fourteen firms were qualified through the process. HMR is one of those firms. The HMR contracts were actually extensions of their original contract back in 2008; this is part of the Emergency Repair Project Mr. Dobson reported on in January. They started the work and, due to lack of funding from the State, they were asked to stop. Recently the State refunded those programs and we have picked up the program again. The last inspector request for quotation was issued on September 22, 2014 with statements of qualifications due October 21, 2014. Thirteen firms responded, the department screened applicants and qualified six firms, and MCF Construction Services is one of the firms qualified through that process. Mr. Hansen asked how it was decided that MCF Construction Services would get the contract. Mr. Dobson said there are a variety of reasons, sometimes firms are busy with other projects, they may have worked at that site before, and costs are reviewed. The department also has other projects identified that have not yet come before the Board with other firms. Member Hansen then noted that some Notice of Completion dates were some time ago and asked how the projects had come to the Board.*

He asked if something else had to happen after the completion date before it comes to the Board. Mr. Dobson replied that there is always paperwork to do at the end of the project. The Notice of Completion is filed with the Court Reporter's Office. That allows any supplier or contractor who was part of that project to make a claim if they were not paid, and this starts the clock ticking. After 30 days of the Board approving the Notice of Completion then the department can make the final payment on the project.

9.1 Items Subject or Not Subject to Closed Session:

- 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)
- 9.1b Approve Personnel Transactions (Cancy McArn)
- 9.1c Approve Business and Financial Report: Warrants and Checks Issued for the Period of January, 2015 (Gerardo Castillo, CPA)
- 9.1d Approve Resolution #2821: Local Reserves Cap (Darrel Woo)
- 9.1e Approve Sutter Middle School Field Trip to Ashland, Oregon, March 16 – 18, 2015 (Mary Hardin Young)
- 9.1f Approve Albert Einstein Field Trip to Washington D. C., March 27 – 31, 2015 (Mary Hardin Young)
- 9.1g Approve Staff Recommendations for Replacement of LCAP Advisory Committee Member (Gabe Ross)
- 9.1h Approve Minutes of the January 22, 2015 Board of Education Meeting (José L. Banda)

*Public Comment:*

*None.*

*Board Member Comments:*

*None*

*Item 9.1a was reinstated. Second Vice President Hansen moved to approve the Consent Agenda, and Vice President Pritchett seconded. The motion passed unanimously.*

## 10.0 COMMUNICATIONS

10.1 *Employee Organization Reports:*

**Information**

- CSA – no report
- SCTA – Nikki Milevsky reported on behalf of SCTA

- SEIU – Ian Arnold reported on behalf of SEIU
- Teamsters – no report
- UPE – no report

10.2 District Parent Advisory Committees:

**Information**

- Community Advisory Committee – Angie Sutherland and Angel Garcia reported on behalf of the Community Advisory Committee
- District Advisory Council – no report
- District English Learner Advisory Committee – no report
- Gifted and Talented Education Advisory Committee – no report
- Sacramento Council of Parent Teacher Association (PTA) – Terrence Gladney and Benita Ayala reported on behalf of the PTA

10.3 Superintendent’s Report (José L. Banda)

**Information**

Superintendent Banda reported on the Sacramento Educational Cable Consortium (SECC). The SECC has helped the District with career and college readiness programs and with community engagement efforts. They have also worked with several schools to help them establish digital media programs for students by providing grant money and mentors. For example, Fern Bacon Middle School has a \$30,000 state of the art broadcast studio thanks to SECC. SECC also holds an Oscars-like ceremony for students every year where student videos are played on a big screen in a Sacramento State ballroom. SECC has also produced professional quality videos in English, Spanish, and Hmong for the District at no cost. The videos are shown on Comcast Channel 15 and 16 and given to us for our use. Superintendent Banda showed two of these videos. The first one has been used to help the community get to know him and the District. The other one was a promotional piece the District made with producer Doug Niva. Mr. Niva spent two days shooting video at John F. Kennedy, McClatchy, and Health Professions High Schools as well as Fern Bacon Middle School, Alice Birney K-8 School, and O. W. Erlewine, Tahoe, and Camellia Elementary Schools. The video has been used on our website and in our e-newsletter to highlight Open Enrollment. The Spanish version was shown. Mr. Banda commented that the videos are high quality, and we are grateful to SECC for their partnership.

10.4 President’s Report (Darrel Woo)

**Information**

President Woo stated that one of the things he is most proud of is the District has done in Social Emotional Learning (SEL). Last Friday he had the opportunity to participate in the Summit the District had at Sacramento State University on SEL, Skills for Success in School and Life, the Power of Relationships. At the beginning of that program, the District showed a video which President Woo shared. He also thanked his colleagues for helping to approve the SEL program for the District. He also shared with Member Rodriguez that the video was created by the students at Luther Burbank High School.

*Public Comment:*

Darlene Anderson said that SEL sounds like character development, and feels that some schools have actually been doing this for a long time. She spoke on student achievement for African American students across the District and has concerns about that. She feels the District has an abundance of support in Special Education and with behavior issues, but that the resources are not utilized correctly. She stated

*that the public is the oversight for the public school system, and people do not realize that. She feels the concerns of the African American students have been ignored.*

#### *10.5 Student Member Report (Asami Saito)*

**Information**

*Student Member Asami Saito said Happy Lunar New Year and wanted to bring attention that it is Black History Month. She reported that since September she and the members of the Student Advisory Council (SAC) have worked to move forward with their initiatives which were decided by a District wide survey on the high school level. The final initiatives are dress code, technology, and class enrichment. The last item they have turned into ethnic studies. Their next Youth Council meeting will be held at Sacramento State University next Tuesday. The SAC will at that time be working toward gaining more support in informing the public of their work and plans to move forward with their initiatives. Regarding dress code they will be attending a women's leadership empowerment mixer, and afterward they will be able to interview the attendees. This ties in with how many dress codes are viewed by the students as sexist. Their technology group will be attending a tour of the AIRC Building by the Director of Student Services who will cover what it takes to run a computer lab and careers in computer engineering. The ethnic studies group will be having a table on campus to rally support. They already have support from ethnic based fraternities and sororities that have agreed to attend the event. The ethnic studies group will continue to collaborate with other supporting organizations throughout the District.*

#### *10.6 Information Sharing By Board Members*

**Information**

*Vice President Pritchett thanked the Sacramento Council of PTAs for their work and for thanking and recognizing her in their report tonight. She also encouraged parents to be involved with the PTA. Member Pritchett then gave an update for the District Advisory Council (DAC) as they could not be present. She thanked Members Cochrane and Rodriguez for attending the DAC meeting last week. She also thanked George Washington Carver High School for inviting her to their crab feed last Friday night. It was sold out and a great success. Lastly, every year Rosemont High School has events that support their Safe and Sober Grad Night, and this coming Friday they are having a spaghetti feed and bingo night. It is only \$10 to attend, and Member Pritchett has tickets. She extended an invitation to new Board Members Cochrane and Ryan as it would allow them to visit the school as well.*

*Member Rodriguez thanked Darlene Anderson for reminding the Board at the prior Board meeting that February is National African American History Month. She also thanked Superintendent Banda for helping in the participation of Steps to College Fair at the Mexican Consulate on February 7<sup>th</sup>. People were talking about how the Sacramento City Unified School District helped to bring so many more families to the Fair to gain knowledge on financial assistance, colleges to attend, FAFSA, etc. She also thanked Superintendent Banda and Mr. Gabe Ross for their assistance in helping the Friends of the Library Scholarship application process for the MLK Library on 24<sup>th</sup> Street. She understands that the applications are in the process of being routed out to District school sites. Member Rodriguez announced to fellow Board members that she is finding there is a great value in helping your appointee to the LCAP Committee in taking them around to your school sites, especially those that are most at need as well as the other schools that are similarly in need and make-up. Lastly she gave an update on the Budget Committee. As soon as the meeting takes place with the Superintendent and Gerardo Castillo, she will put the first meeting up on the website. Along with the Budget Committee she asked for clarity about the LCFF versus Budget as people try to put them together but they are two separate things. She knows there is to be an informational meeting on the LCAP and asked that there be an announcement.*

*Gabe Ross stated that the LCAP Advisory Committee meets regularly. They did have an LCAP Advisory meeting Tuesday, and there is another one scheduled for March. Mr. Ross said they can prepare a*

*summary for the public and the Board on the distinction between the LCAP and the budget.*

*Member Rodriguez then asked the Superintendent to identify the person who helped out with the Steps to College fair at the Mexican Consulate. Superintendent Banda said it is Jesus Limon. He works in the after school program of Youth Development, and he did a wonderful job helping to coordinate and also of reaching out to all the schools to make sure they actively recruited students for the event. The Superintendent was told that there was at least a 500% improvement in attendance and that Mr. Limon deserved a lot of credit for that. He was also there the whole day to make sure students could access all the different booths and information.*

*Member Ryan recognized having the opportunity to march with her family in the MLK 365 March for the Dream. She also had an opportunity to participate in Career Day at Pacific Elementary and felt it was the most well orchestrated in which she has ever participated. She gave a shout of recognition to Principal Shana Henry who did a great job reflecting the diversity of the community and a diverse range of career options. She also toured and presented at New Technology High School. There she had a conversation with Seniors about what it means to give yourself to public service. Also, last Friday was the launch of the No One Eats Alone initiative that was passed with fellow Board member support at the last Board meeting. Member Ryan reported that she received an outpouring of support from constituents and families. She also had many young people share with her how they were grappling with social isolation themselves. She had a chance to help launch the program at Father Keith B. Kenny K-8 School. Principal Gail Johnson did a great job; every Sixth, Seventh, and Eighth grader participated. They took it a step further and had No One Eats Alone day on February 13<sup>th</sup> also be a Spread the Love campaign about inclusivity and kindness to our peers. Member Ryan then announced that she will participate with The Black Parallel School Board at a community read-in that will take place at Underground Books next week. In addition she and her family will be at Saturday's African American Young Male Conference.*

*Second Vice President Hansen thanked President Woo for joining him at the C. K. McClatchy High School gym rededication a couple of weeks ago. It was a wonderful way to show the public what a great job the District did in renewing the gymnasium. There was coverage by a couple of T.V. stations and newspapers, and Member Hansen thanked Gabe Ross for getting the word out. Member Hansen also announced that next Friday he will be doing a tour of the whole Old Marshall facility with Member Cochrane. They are keen on trying to make use of District facilities, and he appreciates the help of Jim Dobson and the Facilities staff in setting up this tour. He also hopes that we can keep moving along on the Washington Elementary School site. He is hosting a community meeting with City Councilmember Steve Hansen on March 12<sup>th</sup> at 6:30 p.m. at the Washington Elementary School site. They have been meeting with SCTA, and he appreciates Nikki Milevsky and others from SCTA to help facilitate those meetings. The March 12<sup>th</sup> meeting will give the community an opportunity to let the District know what will be the best draw of students and families. Lastly Member Hansen reported that he had an opportunity today to help the District and partner with a lot of folks by meeting in the Governor's office to hopefully resolve a long delayed payment of Federal funds for reimbursement to the District. The District is owed almost four million dollars in delinquent funds for our Medicare/Medi-Cal matching money. He has worked with Barbara Kronick, District Director of Student Support and Health Services, and Cathy Bennett, District Medi-Cal Program Specialist. Ms. Bennett is a recognized State leader on this Federal funds issue. The Governor's office was very gracious in hosting about 15 persons today, and they agree to fight double the reimbursement that had originally been proposed. That letter goes to the Federal government tomorrow, and there will be a lobbying effort follow up with congressional members. SCTA has been a partner in this as well, and he appreciates their help. School districts in the State are owed over 600 million dollars, and it has been over three years that the money has been sitting in the bank in Washington D.C.*

Board Member Rodriguez said that she wanted to publicly state how much she has appreciated the partnership provided by Dr. Hazel Mahone to Sacramento City Unified School District. She does a wonderful summer program, and Member Rodriguez stated that she was remiss to not include her in resolutions given tonight because Dr. Mahone does so much for students in the District. Member Rodriguez asked President Woo that the Board also make a resolution for Dr. Mahone. Member Rodriguez also thanked the Sacramento Council of PTAs for the certificate they gave to her. She also said congratulations to Community Advisory Committee member Ms. Angel Garcia to her recent promotion to management in the State of California.

Member Ryan shared that she had the opportunity to meet with the Chancellor of Los Rios Community College District, Brian King. They talked about expanding the Pathways to Success partnership and the commitment to honor the college pathway and create relationships with District schools.

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

### **11.1 Approve Renewal of the Charter for Oak Park Preparatory Academy (Dr. Sue Lee) **Action****

*Dr. Sue Lee, Charter Oversight Coordinator, was joined by Ed Sklar, legal counsel for Charter Oversight, Jim Scheible, Principal of Sacramento High School, Annie Cervenka, Principal of Oak Park Preparatory Academy, and Enoch Woodhouse, Chief Executive Officer of St. HOPE Public Schools. Ms. Lee gave an overview of Oak Park Preparatory Academy before presenting on the SCUSD Charter review team, minimum standards for Charter renewal, Ed Code Section 47607, when a Charter renewal would be denied, and staff's findings and recommendations.*

#### *Public Comment:*

*Ronnie Chavez, an ELA teacher at Oak Park Preparatory Academy, thanked District staff for the recommendation to approve the renewal. He addressed questions the Board and staff had regarding serving the needs of English Language learners by talking about what he and his colleagues do in the classroom to address those needs.*

*Herman O'Berry, Dean of Students at Oak Park Preparatory Academy, said that they are appreciative of the District staffs partnership and positive recommendation for renewal. He shared updates about the school's culture and efforts to decrease their suspension rate.*

*Marco Lopez, Student Recruitment Coordinator for St. HOPE Public Schools, thanked the District staff for recommending renewal for Oak Park Preparatory Academy. He and his team heard the Board and understand the urgency and priority placed on serving all students in Sacramento, including the Latino community. He, along with St. HOPE, shares the same vision in achieving this. He explained past and current recruiting efforts.*

*Annie Oliver, grandmother of an Oak Park Preparatory Academy student, spoke on her and her granddaughter's positive experience at the school. She thanked District staff for the positive recommendation for renewal, and hopes that the Board approves the renewal tonight.*

*Juan Vega, an Eighth grade scholar at Oak Park Preparatory Academy, thanked the staff for recommending renewal and hopes the Board will approve. He spoke about how much improvement he has made after attending the school through focus and help and encouragement from his teachers.*

#### *Board Member Comments:*

*Member Cochrane stated that she was able to visit the St. HOPE campus and also to visit Oak Park Preparatory Academy. She thanked Mr. Sklar, Principal Cervenka, and Mr. Woodhouse for being so welcoming. She saw great things at the campus, including love and support for the students. She does, however, have a couple of constructive criticisms. Member Cochrane explained her background of teaching EL learners for 20 years. She said that she supports schools that have high quality teachers and pushes for all schools to have solid academic*

programs. When she looked at their program and staff recommendations, she noticed that they gave approval and noted areas. When she examined what she had to do as a Board member, she understood the different areas that she has to examine, one of which is Educational Practices. In going through the campus, one of the things that concerned her was the lack of higher level academic learning. There is a GATE program in the District which has struggled with the way they run their own GATE program. When you have children line up on the school ground you can see a line of white children and a line of children who are not white. The white children are in the GATE program and the children who are not white are not. This problem has been addressed, and there has been more integration and opportunity going for all the students that participate in that program. She does not see a GATE program at Oak Park Preparatory Academy. She does not see an honors Science, English, or History. She does not see a Band, Choir, or Art classes. These are not things that are offered fully at every District Middle school in the District either, but when it is available through certificated teachers, there is a full classroom an hour per day with these types of programs. And she would like to see that happen at Oak Park Preparatory Academy. Ms. Cervenka has told the Board about Enrichment Wednesdays, and she thinks that is a wonderful thing, but when staff did the research she does not think she saw included in the report of what that was exactly comprised. Member Cochrane stated she is concerned about that. Another concern she has is when she looked at their handbook and saw that students can be denied participation in the Enrichment if they are deemed to have a discipline problem. They are separated out and put into a class where they have remediation. Member Cochrane said the goal is to have every student stay in every class, and since Enrichment only happens on Wednesday and you are separating someone who has a discipline problem, you are denying them a very small amount of extra enrichment activities. Concerning EL, they do not have a large EL population, but that does not mean that people that are classified as EL learners do not deserve the same types of benefits and instruction opportunities that are available in public schools. She does not think they have an EL coordinator, an ELAC committee, participate in the District DELAC Committee, or have an EL program plan for the three years that they have been open. Staff did a lot of good research and asked hard questions about it. They asked what kind of EL instruction are you doing if you haven't had a plan for three years, coordinator, or actual EL classes? The response was that they have a Sheltered Instruction Observation Protocol (SIOP) program. However, when you do classroom walk throughs, it can very clearly be seen. Member Cochrane did not go into every classroom, but it is very easy to pick out with posters, manipulatives, etc., and she did not see indication of SIOP. She asks if they have been trained by SIOP trainers and stated that it would be advisable to do so. She is asking that these practices be put into place. Also, she asked if they are serving the neighborhood; she has concerns that the school does not reflect the population of the City of Sacramento in the population of the school. She received good information from Mr. Woodhouse about who's enrolled and what percentage of students they represent. The school does not reflect the demographics of Sacramento. There are no Pacific Islanders, Filipinos, or other non-Hispanics. There are three Native Americans, two Asians, 28 Latinos, four whites, and 98 African Americans. She is concerned that this does not reflect the community.

Second Vice President Hansen said he appreciates the clarification and additional information on suspensions. He noted that the reason for charter schools is for charters and public schools to learn from each other by the work that they do. C. K. McClatchy has had a 42 percent decrease in their suspension rate over the last three years, and he is sure Principal Lambert and staff would be happy to spend time with Oak Park Preparatory Academy to share things that they found to be successful in this area.

Member Rodriguez thanked Mr. Woodhouse for reaching out several times even though she could not make the appointment, Principal Scheible for taking the time to converse with her and keep her in the loop, and those that came out to speak in favor of Oak Park Preparatory Academy.

Member Ryan stated that it is important to her that Oak Park Preparatory Academy reflects the diversity of the area. She feels they have put forth a good faith effort plan for recruiting to ensure that a stronger Hispanic presence is brought to the campus. She had brought up the issue of parent involvement at the last Board meeting, and wanted to make sure that it is communicated to families that family involvement is critical to

*promoting a school environment that helps students' success, but it is not a condition of enrollment or re-enrollment. Member Ryan also quoted part of an e-mail that was sent to her by Terrence Gladney which pointed out that the main priority is student success, whatever school they attend.*

*Member Arroyo said that he had an opportunity to visit the campus of Oak Park Preparatory Academy, and he saw a lot of learning and teachers engaged with their students. He did have issues with the school when it was first proposed, but he is considering the reapproval on the merits today. He will be voting for and supporting renewal. He said they are doing a great job by the students that are there and thanked the school for the work they are doing for the community.*

*Vice President Pritchett echoed Member Rodriguez's comment about not being able to make the appointment. She reviewed the packet, however, and is very satisfied with the District's recommendation. She looks forward to visiting the school soon.*

*President Woo echoed the comments of his colleagues, and said he is very proud of the work being done at Oak Park Preparatory Academy.*

*President Woo made a motion to adopt staff's recommendation to renew the Charter for Oak Park Preparatory Academy. Vice President Pritchett seconded the motion, ~~and it was approved unanimously.~~ **The motion passed with six ayes and one no vote from Member Cochrane.***

#### *11.2 Approve 2015-2016 Budget Reductions – Restricted Funds (Gerardo Castillo, CPA) **Action***

*Mr. Castillo and Mary Hardin Young presented the 2015-2016 budget reductions for restricted funds. This was a second reading. Mr. Castillo went over the California economic outlook and what it means to the Sacramento City Unified School District, explained the difference between restricted and unrestricted funds, explained the Quality Education Investment Act (QEIA), went over recommendations of how to help schools that are losing QEIA funds, and next steps.*

#### *Public Comment:*

*Darlene Anderson stated that she was one of the parents involved in the QEIA funding process at Mark Twain Elementary School, and she feels that how the principal at Mark Twain chose to use the funding really improved the support for all students at that school. She feels that when funding is being used that targets students that really need support, we need to look at long term and how does it strengthen the whole school site. She has concerns that some students are not being successfully supported. Single plans for student achievement is real, the data needs to be monitored, and all students need to be successful. She feels the Board needs to take a look at what we are currently doing, and ask if it is working.*

#### *Board Member Comments:*

*Member Rodriguez asked why Luther Burbank High School did not take advantage of the one year of soft landing for schools that were QEIA funded. Mr. Castillo answered that some schools were still meeting the requirements for class size reduction. When the State cut District funding in the general fund 20 percent, the State said they realize that you cannot maintain the class size requirements anymore. The State has to pay the money as it is part of a settlement, however, and have been paying it through the Emergency Repair Program. We have received about 20 million dollars so far. Member Rodriguez said she remembers conversation about QEIA ending over a year ago. Mr. Castillo said we expected the last year of funding to be in 2013-14, but it was extended an additional year for certain schools. However, now they have made it clear that it is not in the Governor's proposal, so this is the last year. Mary Hardin Young added that Luther Burbank and Hiram Johnson High Schools were lucky enough to continue to make their targets throughout, so they were able to benefit from the funding every year. As there the funding is now gone, there is no funding left for a soft landing;*

they have carried over as much as they can for next year. The District will make up a little bit more so that they can have a soft landing next year like the rest of our schools did. Member Rodriguez asked if there was conversation about this when the schools came in this year during one stop staffing to develop their budgets for next year. Mr. Castillo said yes, he was in those meeting and Ms. Hardin Young was in one. They did plan for this. It is one of those areas where the carryover is planned, so we can continue at least one more year when the schools have other resources. The Area Superintendents and the Principals said yes, we think we need to extend for at least one more year. Lastly, Member Rodriguez asked what Luther Burbank High School looks like for the 2015-16 school year. Mr. Castillo said next looks very close to what we have this year. We do not know, however, what may happen the following year regarding budgeting. What happened to the other schools that lost QEIA funding was that the class sizes increased similar to those schools that did not have QEIA funding. We are in a different budget situation now, so Mr. Castillo said he cannot say what will happen to Luther Burbank High School yet, as we have to have a process about what will be done for them, and other schools in the same situation, for 2016-17. Member Rodriguez said that she would feel more comfortable to know that the conversations are happening now regarding alternatives and asked when those conversation would start. Mr. Castillo said that we have to follow the LCAP process, but, if the Board decided, we could allocate more funds, but that would mean other schools would get less. He is sure this is a conversation that will be happening at many different levels, i.e., what will happen for 2016-17. Member Rodriguez stated that LCFF follows the child and asked if school populations could not be used to make a forward projection. Mr. Castillo said that the funds that follow students are allocated District wide currently. Superintendent Banda said that we had unique funding in QEIA given to schools that were identified as high needs, but what he is hearing is that we have a lot of schools that are very similar. Luther Burbank and Hiram Johnson High Schools are two schools that are now left standing, and we are trying to give them a soft landing because in most instances when the funding goes away, you reduce. We are trying to mitigate some of that loss to make sure the schools do not fall back into the situation they were before. It is not a sustainable model without the additional QEIA funding because we have other schools, high, middle, and elementary, that have very similar needs. In looking at the priority schools, you have almost the same thing, which is seven schools identified for receiving additional funding, resources, and supports. But when you think about it there are really more than just seven schools across the District that have very similar needs, and that is the challenge for us. The challenge for the Board and leadership is how do we provide adequate resources and supports for our schools when all of the schools are potentially high needs. What LCFF did was provide the ability to bring more money into the District, but we have a lot of similar schools so that money gets distributed, not equally, but almost equally across the board. Mr. Castillo said that when we applied for QEIA, we had more than double the number of schools that qualified based on the requirements compared to the eight schools that the State funded. But it is up to the Board and leadership to decide how to allocate the funds as the Superintendent explained. Member Rodriguez thanked Mr. Castillo for his explanation on this matter and said that she feels the District needs to provide more information and clarity around LCFF/LCAP and budget. She sees a lot of comingling of ideas about pots of money and how things function, but the methodologies that she is aware of are not being implemented by the District from what she hears. She may feel differently once she sees and goes over it with Mr. Castillo. Her understanding is that the desired implementation from Proposition 30 from LCFF is that the money follows the child, and that when they gave us local control it meant the categories were removed to allow for the money to be used in whichever way it would improve the education of each specific child that generates those specific dollars. For example it is not for us to say we have seven schools with similar need, and we are going to distribute it equally to those seven schools or figure out a formula to distribute funds to each of those schools. That is her understanding; she does not want a response right now, but will talk to Mr. Castillo about this to clarify. Superintendent Banda noted there have been preliminary discussions around potentially developing a weighted staffing formula such as other urban districts have done. This method is based more on need. There are schools that have potentially more needs than others in terms of higher EL population, Special Education, etc. It is not an easy thing to present and implement, but something that is definitely being looked at.

President Woo asked for a motion on this Item. Vice President Pritchett moved to approve, and President Woo

seconded. The motion passed 6-1 with Diana Rodriguez opposed.

### 11.3 Monthly Facilities Update (Jim Dobson)

**Information**

*Jim Dobson, Director of Facilities Management and Operations, presented the monthly Facilities update which highlighted the District's continuing support of Project Green school teams and the Project Green program. Eighteen school with before and after pictures of their projects were included in the presentation.*

*Public Comment:*

*None*

*Board Member Comments:*

*Vice President Pritchett asked if volunteer clean-up days could be paid by Project Green. Mr. Dobson said for general clean-up, probably not as the objective is to obtain energy conservation and savings.*

*Member Cochrane thanked Mr. Dobson and asked if he or any of the staff had read about the Antioch School system and their conversion to solar energy. Mr. Dobson said he has not. Member Cochrane said she will send him a copy of an e-mail that she has sent to Superintendent Banda on it.*

*Member Ryan asked how the Project Green request for proposals was outreached to schools. Also, how many applicants were received compared to the number of schools that were awarded project funding. Mr. Dobson said that flyers went out through the Principals' Bulletin Board. Also the Director of Sustainability at that time, Farah McDill, did a lot of personal visits to school sites. This is our third year of doing this, so the schools anticipate seeing information on it. He does not have the information on how many participated, but will get the information from Member Ryan. She also asked if there were more applicants coming from high poverty schools after the first year. Mr. Dobson said they certainly have reached out to those schools, but it has not always been as successful as they would like it to be.*

*Second Vice President Hansen said that this is a great project, and he is interested in attending a portion of the presentation on Earth Day. Mr. Dobson said it will be held on April 22<sup>nd</sup>, and he will forward the time and location. Member Hansen asked, as it is over one million dollars, if the Attachment A has gone out for the California Middle School project. Mr. Dobson said they met with the representative; he will find out the day that it went out.*

*Member Rodriguez asked to confirm that the schools with more poverty were not given additional support to apply. Mr. Dobson said that there was a champion at each school site; it is a student driven project. The department has thought of pre-packaging some concepts and projects for schools. Member Rodriguez said that she is disappointed to not see the fantastic work that Luther Burbank students did, and presented not long ago, result in the District going forward with their ideas, specifically the greater efficiency pool pump. She asked if the application was sent to Board members. Gabe Ross said that he believes it was, but he will have to check.*

### 11.4 Arts Education Update (Dr. Iris Taylor and Gayle Carrick)

**Presentation**

*Dr. Iris Taylor, Assistant Superintendent of Curriculum and Instruction, and Ms. Carrick, Fine Arts Training Specialist, shared an update on Arts education in the District. The presentation focused on program options, major initiatives, capacity building, measures of effectiveness, and next steps.*

*Public Comment:*

*Loretta Murray congratulated Dr. Taylor, Ms. Carrick, staff, and the District for fabulous report. She had encouraged the Board last June to include Arts education in the LCAP. She noted that every LCAP goal is connected to and supported by Arts education. She feels the report has wonderful listed in the report, component elements, but they are waiting to be woven together into a comprehensive whole. She suggested including the development of a strategic plan for Arts in the LCAP. Regarding the Green Report, she would like to see someone put together an integrated lesson plan with new science standards, common core, and the issue of how students could survey something at their site, research it, write about it, and present it.*

*Darlene Anderson said that when she was serving as Chair for School Site Council for Mark Twain Elementary School, was when she learned that every student generated money for Arts education money. How the dollars actually get back to the students was unclear. We moved from students generating money for Arts to targeted subgroups. She spoke of the beautiful art in the Sojourner Truth Museum and that the District does not provide support for it. Community members need to know how Arts funds are written into the Single Plan for Student Achievement, how it supports the Common Core and how it supports LCAP goals.*

*Angie Sutherland, a parent at Hollywood Park, is very happy that Art is being worked into subjects like Language Arts. Dr. Taylor and Ms. Carrick came to their Community Advisory Committee (CAC) workshop in November which had an exercise students would do using a Civil Rights painting. It was very meaningful and better than reading a text. She tried the exercise at home with her daughter, and it was very successful. Her daughter's school is doing Art this year through ceramics on Fridays which her daughter enjoys very much.*

*Board Member Comments:*

*Member Ryan thanked staff for the report, and feels Art is a gateway to opportunity. Her high school Performing Arts program was very beneficial to her personally. So she sees Arts education as not enrichment, but as core to student success. She is happy that LCAP in a meaningful way is integrating that into the discussion around resources that are allocated. There is a lot of conversation around Science, Technology, Engineering, and Math (STEM), but she went to a conference recently where there is a national movement to push Science, Technology, Engineering, Arts, and Math (STEAM). She would love this to be the new vision for the District moving forward. She asked how the outcomes of students who are involved in Arts and performing programs are being tracked. Member Ryan also said that she has read studies that talk about using theater arts and music to move English language learners to reclassifications and asked if the District has done anything like that. Dr. Taylor answered that since we just shifted to a new student information system, it does allow us to track students. This is a direction that we want to go into. Currently our main way of collecting data is around perception data, but being able to match up and track those students as they progress will allow us to gather harder data. Our work with English learners in the Arts has been pivotal this year within our Common Core English Language Arts professional learning sessions. We have breakout sessions, and there is a strand that is facilitated by Ms. Carrick that focuses on Arts integration within the English Language Arts Common Core but also to support English learners through that Arts integration as well. This is an area in which we are becoming increasingly focused. It started last year. Member Ryan said she would like to be invited to any upcoming trainings that are held around this.*

*Member Rodriguez noted that the report said the programs are primarily happening at Junior High and High Schools and asked if this is all or some of our Junior High and High Schools. Dr. Taylor replied that all of our High Schools and Junior High Schools offer curricular Arts courses taught by certified teachers. At the High School level there is a graduation requirement that all students have to earn 10 credits in an Arts course. There are very robust Arts programs at the High Schools; the Middle Schools also offer different disciplines of Arts. The biggest challenge is at the Elementary School level. Most of the initiatives talked about tonight have been focused at the Elementary level to fill a gap that has been there historically. Member Rodriguez quoted the report as stating \$683,000 from the LCFF money can be designated or identified to be designated for the Arts programs. Will that funding be more concentrated into the Elementary Schools, or is it to be concentrated to*

implement these programs throughout the District? Dr. Taylor replied that the \$683,000 that is cited in the Executive Summary is actually a variety of funding. Out of the general fund, about \$400,000 has historically been paid for various Arts programs and/or staffing which has been somewhat spread out. For example, the Middle School Music teachers are partially funded out of general fund and partially out of Title I funds. Also included are things like running of the Music Library and the initiatives mentioned such as The Overture and Any Given Child. There is also a small grant that is used primarily for professional learning or release time for teachers. Member Rodriguez asked if we are hoping to integrate the Arts throughout the curriculum at every school site and in every classroom. Dr. Taylor answered that what was spoken about is three different types of Arts programming. Curricular Arts are courses primarily at Middle and High School level and Arts Integration is where students are learning the Arts but also learning content area. It is the Arts Integration that is being spoken of; it is a powerful instructional approach. Member Rodriguez asked if Dr. Taylor has been to St. Patrick's Academy as they are fully doing Arts integration from Kindergarten through Eighth grade. Member Rodriguez said they have videos on their website and encouraged Dr. Taylor to take a look at that and visit their site as well. Member Rodriguez also thanked Darlene Anderson for mentioning the Sojourner Truth Museum. Shonna McDaniels has attempted to engage the District to move the museum to the Florin Tech site which Member Rodriguez feels would be a good partnership as she serves many schools in the area.

Second Vice President Hansen said that as we are looking for the Washington Elementary School site to reopen, one of the ideas he has heard from the community is that they would love to see either an Art curriculum focus or an Arts enrichment focus. The downtown location is perfectly situated to partner with so many of our other Arts community partners. This would make it a strong program and draw for students and parents.

President Woo thanked Dr. Taylor and Ms. Carrick for their presentation.

## **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

**Receive Information**

### **12.1 Business and Financial Information:**

- **Purchase Order Board Report for the Period of December 15, 2014 through January 14, 2015**

### **12.2 Head Start/Early Head Start Reports**

**Public Comment:**

**None**

**Board Member Comments:**

**President Woo received the Purchase Order Board Report for the period of December 15, 2014 through January 14, 2015 and the Head Start and Early Head Start reports.**

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

- ✓ **March 5, 2015 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**
- ✓ **March 19, 2015 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47<sup>th</sup> Avenue, Community Room; Regular Workshop Meeting**

## **14.0 ADJOURNMENT**

*President Woo asked for a motion to adjourn the meeting; a motion was made by student member Asami Saito and seconded by Vice President Christina Pritchett. The motion was passed unanimously, and the meeting was adjourned at 10:25 p.m.*

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*José L. Banda, Superintendent and Board Secretary*

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.11

**Meeting Date:** June 18, 2015

**Subject:** Approve Minutes of the May 21, 2015, 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 May 21, 2015, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

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

**Documents Attached:**

1. Minutes of the May 21, 2015, Board of Education Regular Meeting

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

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

## Board of Education Members

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

Thursday, May 21, 2015

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**

2014/15-23

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

The meeting was called to order at 4:42 p.m. by President Woo, and roll was taken.

#### *Members Present:*

Second Vice President Jay Hansen

President Darrel Woo

Gustavo Arroyo

Ellen Cochrane

Jessie Ryan

#### *Members Absent:*

Vice President Christina Pritchett (arrived at 4:50 p.m.)

Diana Rodriguez (arrived at 4:50 p.m.)

A quorum was reached.

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

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

### **3.0 CLOSED SESSION**

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

#### **3.1 Government Code 54956.9 - Conference with Legal Counsel – Anticipated Litigation:**

a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code

(Board Agenda, May 21, 2015)

*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 Performance Evaluation:  
a) Superintendent*
- 3.5 Government Code 54957 – Public Employee Appointment  
a) Chief Strategy Officer  
b) Principal, Earl Warren Elementary School*

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

*The meeting was called back to order at 7:00 p.m. by President Woo.*

*Members Present:*

*President Darrel Woo*

*Vice President Christina Pritchett*

*Second Vice President Jay Hansen*

*Gustavo Arroyo*

*Ellen Cochran*

*Diana Rodriguez*

*Jessie Ryan*

*Student Member Asami Saito*

*Members Absent:*

*None*

*The Pledge of Allegiance was led by Angelina Agpoon, an Eighth grade student from Will C. Wood Middle School. A Certificate of Appreciation was presented by Board Member Gustavo Arroyo.*

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

*Superintendent Banda announced, by a vote of six in favor and one abstaining, the approval of the appointment of Cory Jones as Principal of Earl Warren Elementary School. The Superintendent also announced that no action was taken on the Chief Strategy Officer position.*

#### **6.0 AGENDA ADOPTION**

*President Woo stated he had a request to pull Items 9.1d and 9.1f from the Consent Agenda.*

*President Woo then asked for a motion to adopt the agenda as amended. A motion was made by*

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

## **7.0 SPECIAL PRESENTATIONS**

### *7.1 Student Advisory Council Initiative Presentation (Student Advisory Council Executive Board)*

*Mark Carnero, Youth Service Specialist with the Youth Development Support Services Department and Advisor of the Student Advisory Council program, spoke on the framework and principles that the department use when collaborating with youth. He described the Student Advisory Council program and members and introduced the 2014-2015 Student Advisory Council Executive Board who then presented their student led initiatives. The three initiative topics presented were College and Computer Resources, Dress Code, and Ethnic Studies.*

#### *Public Comment:*

*The following 24 speakers spoke in favor of the Student Advisory Council's Ethnic Studies Initiative:*

*Martin Ramirez*

*Monsurrate Garcia*

*Savannah Mendoza*

*Arturo Alaman*

*Isis Johnson*

*Carolanne Boughton*

*Jaime Lemus*

*Bee Vang*

*Jennifer Yang*

*Denise Fernandez*

*Crandal Rankins*

*Diana Vasquez*

*Alex Shantz*

*Guorio Irving*

*Andres Rodriguez*

*Dr. Dale Auender*

*Eric Vega*

*Sarah Flores*

*Dr. Kevin Weur*

*DaMonde Jones*

*Dwayne Powell, Jr.*

*Fatima Garcia*

*Ramon Diaz*

*Nancy Xiong*

*Superintendent Banda acknowledged the great work, passion, and commitment that the students put into the presentation. He is proud of the time that they put into to develop their own voice. He knows how hard they worked to address the concern to include Ethnic Studies and the other two initiatives. He thanked all the community partners present that came to support our students, especially around Ethnic Studies. He believes we fundamentally have the responsibility to provide equity, opportunity, and access for all students. The discussions on Ethnic Studies fit perfectly into that concept and belief. If we want our students to be engaged, life-long learners, we have to ensure that the*

*curriculum we provide is culturally relevant. So he shares the interest in having a discussion about how do we make this happen in Sacramento City Unified School District. We know that discussions around changing graduation requirements are complex and there is only so much time in the school day. This will require staff to get together and have some serious “how-to” discussions. At the same time, the District has been in discussions for two years about how we move towards A-G graduation requirements that better align with our graduation requirements so that we are in alignment with the UCs and CSUs; that way we can better prepare our students for success after they leave our District. Superintendent Banda said that he does not believe these two discussions are mutually exclusive, although we will need to bring the topic of Ethnic Studies into a larger conversation so that neither of these conversations is happening in a vacuum. An additional graduation requirement would also have a huge impact on staffing and master scheduling at the high schools, so we will need to make sure we have discussions around how we budget for that so that appropriate teachers are in place with appropriate credentials to teach these courses. Having said this, he is convinced we can find a way to make this happen if we are willing to be patient and work through all of the complexities. He will ask staff to begin working immediately on a plan to integrate an Ethnic Studies piece into the work of the existing graduation requirement task force so that we can begin developing a concrete plan and timeline for making this a reality. When we have the framework of that plan, he will bring it to the Board and the community.*

*Board Member Comments:*

*Member Rodriguez spoke first on the dress code initiative. She thanked the students for raising this issue. She liked that they focused on young women on the campuses, but she has a concern as well with young men because she feels there needs to be some sensitivity around that as well. She wondered what their rationale was to focus only on young women and not both genders. The students replied that they found that there was more of a problem on campus on how women were being addressed. Member Rodriguez verified that they had data to support that. She recommended that the team work with the Policy Committee and also Curriculum. She also recommended that they work with training development and so she referred them to Cancy McArn in Human Resources. Member Rodriguez then spoke on the Ethnic Studies initiative. She thanked the students for bringing up cost as a part of implementation and asked the students to explain “contemporary global issues class”. Member Saito addressed the question. Member Rodriguez asked if Ethnic Studies includes the Caucasian culture. The students answered yes. Member Rodriguez asked if it covers LGBT or if it is strictly ethnic. The students said they will look into and get back to her.*

*Member Ryan thanked the students, their mentors, and those that came out to support them. She was highly impressed with their presentation. She spoke on her support for Ethnic Studies. She appreciated that they raised issues to overcome, such as cost, in their presentation; however other school districts have successfully implemented this. Member Ryan noted San Francisco’s school district in particular. She also spoke on the dress code initiative, noting that many young women currently have body image issues. She thanked the students for the courage of their voice on this and for putting forth solutions. She looks forward to continuing to work with them as she is the liaison to the Student Advisory Council and the Chair of the Policy Committee.*

*Student Member Saito said she is proud of the Student Advisory Council and thanked her fellow members. She thanked everyone that came out to support them.*

*Member Arroyo commended and gave acknowledgement to Student Member Saito for her leadership in bringing the Ethnic Studies resolution to the Board.*

*Second Vice President Hansen said he was happy to see that the students are proposing to merge this*

*into an existing requirement. His only consideration would be that there are so few opportunities to take elective classes. He would hate see that diminish even more; this is very important, and he is glad we are going to prioritize it. They gave a thoughtful presentation that gave a good recommendation on how it will fit in and still allow students to have diversity of classes. He felt the presentation was excellent.*

*Member Cochrane addressed the Ethnic Studies initiative. She thanked Member Saito for pointing out that Sacramento is the second most diverse city in the Country. She says yes to the program.*

*Vice President Cochrane thanked the students for the presentation. She echoes many of the comments made. She spoke on the dress code initiative. She feels that some of our high schools have become relaxed in how students are allowed to dress. Many schools in other districts have gone to dress code because of that. She is not saying, however, that we should do that as she feels dressing how one wants expresses who you are. She commented to the Superintendent that she hopes he relies on the Board when issues of dress code come up.*

*President Woo thanked the students and said he looks forward to the next steps as these programs are developed, and he looks forward to hearing their voices again.*

**7.2 Multifaceted Learning Happening in School Gardens – Calling for Support for the Future Growth of Gardens in the Sacramento City Unified School District  
(Ellen Cochrane and Shannon Hardwicke)**

*Presentation was postponed as Shannon Hardwicke needed to leave due to the lateness of the hour.*

*Public Comment:*

*None*

*Board Member Comments:*

*None*

**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.*

*Due to the high number of speakers wishing to comment, President Woo limited public comments to one minute.*

*The following speakers had concerns with the CAHSEE exam:*

*Mavia Flores*

*Masoomah Gohnlem*

*Geetal Bhai*

*Shawal Khawar*

*William Ivy*

*Greg Thomas, President of United Professional Educators (UPE), relinquished his time to Dennis*

*Pedersen*

*Dennis Pedersen, Executive Director of UPE, stated that on May 7<sup>th</sup> the Board heard comments from SCTA about the administrator at Pacific Elementary School. The following day Dr. Henry was called to the Human Resources Department and notified of removal from her site and transferred to the District office. They feel there is a connection between the two events. Mr. Pederson stated that UPE is concerned that a dangerous precedent is being set which allows SCTA to influence the removal of an administrator. They strongly believe that any monitoring, evaluating, and or intervention of any kind is the sole responsibility of the Sacramento City Unified School District staff under the authorization of the Sacramento City Unified School District Board and is outlined in article 5 of the collective bargaining agreement between UPE and SCUSD. Copies of notes from SCTA to Caroline Wenzel Elementary School teachers were provided. Mr. Pedersen said that they believe that this communication to members exposes the intentions of SCTA to use their unofficial administrator's evaluation to pressure the Superintendent to take actions that will avoid conflict with SCTA. Mr. Pedersen spoke on Dr. Shana Henry's placement at Pacific Elementary School by Interim Superintendent Noguchi, that it was unanimously approved by the Board, and that she worked hard to improve the programs at the site. Student achievement steadily improved under her tenure. Mr. Pedersen stated that without due process, discussion of an improvement plan, nor opportunity for community input, Dr. Henry is being transferred out of Pacific Elementary School. They are here tonight to express disappointment in the process because they believe that this action was driven outside the scope of their collective bargaining agreement with motive by SCTA.*

*The following 29 speakers spoke asking the Board to reinstate Principal Henry at Pacific Elementary School:*

*Mario Martin*

*Velveth Escamilla*

*Jesus Alonso Escamilla Legglew*

*Velvet Legglew*

*Margarita White*

*Mina Viccute*

*Rosy Garcia*

*Oneida Torres*

*Remedios Mendoza*

*Elsa Juarez*

*Edyoz Rosas*

*Sophia Lara*

*Edilberta Pineda*

*Jose Cuellar*

*Martha Cuellar*

*Ruth Gomez*

*Maria Hernandez*

*Juana Francisco Tomas*

*Leonardo Zamudio*

*Shukura Ayoluna Umi*

*Carina Aviles-Garcia*

*William Ivy*

*Rocio Rogue*

*Cynthia West-Milley*

*Adriana Castillo*

*Christian Perez*

*Javier Ramirez*

Madelos A. Pulido  
Zaira Gil

*Elaine Lander, Program Coordinator at Food Literacy Centers, spoke on their cooking and nutrition program. They serve five schools in the District that have the highest need, including Pacific Elementary School. She stated that Dr. Henry has been a firm supporter of their program, and they ask that her leadership qualities be considered when looking for new leadership at Pacific Elementary School. They also ask that support necessary to continue critical programs such as theirs be considered. Ms. Lander thanked the Board for prioritizing healthy eating for students.*

*The following six speakers from West Campus High School spoke about concerns regarding Physical Education credit exemptions for Marching Band students:*

*Linda Updegraff  
Kendra Updegraff  
Kin Ho-Vau  
Madeline Campbell  
Gretchen Johnson  
Maria Han-Sullivan*

*Vice President Pritchett asked Superintendent Banda if he could give the Board a timeline of when this matter will be coming up on a Board agenda. The Superintendent said that staff has been working on this. Dr. Olivine Roberts said that staff is going to convene a committee comprised of both SCTA and UPE to address the criteria for the Physical Education exemption so that they can determine how the District will utilize the 16 year old exemption. They will then bring that back to the Board. In the interim, per the Board Communication that was sent out last week, they will grandfather students who are Seniors this year or in similar situations that were just cited by the speakers. However, for next year, they have already begun working with the principals so that they can provide multiple opportunities for students to be able to gain physical education credits needed. Regarding a timeline, Dr. Roberts said they will be reaching out to SCTA and UPE to get representatives. As soon as they are able to do that they will begin the work. Knowing that we will be going on summer break shortly, it will more than likely not begin until the Fall. Vice President Pritchett asked that the Board be kept apprised of that information and be invited to a meeting.*

*The following nine speakers spoke with concerns regarding the Principal at Bowling Green, Chacon, a dependent charter school:*

*Gloria Fino  
José Garibay  
Nora Barraza  
Patricia Enriquez  
Pauline Marie  
Llova Ayala Santamaria  
Cristina Enriquez  
Alma Arco  
Tina Nagar*

*Nikki Milevsky, President of the Sacramento City Teachers Association (SCTA), spoke on SCTA scholarships awarded to Sacramento City Unified School District students each year. The scholarships are funded come from small monthly donations from teachers throughout the District and SCTA fundraisers. There are also several endowments from past dedicated teachers of which she spoke. This year they will be awarding five \$2,000 scholarships and one \$5,000 scholarship. The names of the*

winner are announced at the Senior awards nights. They are going to students at Hiram Johnson, Rosemont, West Campus, and Kennedy High Schools.

Ian Arnold, a volunteer with Those Angels Foundation, spoke on a donation of five District buses that had been surplussed because they could not be driven in California. Staff was very helpful to work with in donating the buses for Haitian orphans that are victims of the earthquake. They had received an e-mail this morning from BVD Consulting to let them know that they had the same right to bid at auction on the buses as everyone else. They have been assured by staff tonight however that this was an error.

Claude Joseph, one of the co-founders of Those Angels Foundation, spoke on the mission of the foundation and thanked the District for the donation of the buses. They are very excited about receiving the buses for the children in Haiti.

Dave Smith thanked the Board for the donation.

Darlene Anderson is concerned with African-American students and where they are scoring. She is also concerned that Special Education students are not getting books and that their Individualized Education Programs are not complete. She would like to see and understand the Special Education Local Plan Area (SELPA) and would like to know how many kids are at grade level in Special Education. She is concerned that some Special Education students are not making progress because they are not being taught at grade level.

Grace Trujillo reported that last night Sam Brannan Middle School received the Golden Ribbon Award. She said the Principal is very good, and that makes a huge difference. Also Project Green received another award. She is proud of the school and happy to be on the School Site Council. She also spoke on the LCAP; she feels the lump sum amount of \$60 million dollars should have been broken down into mental health, nurses, rehab, benefits, salaries, supplies, etc., and not just given as educational staffing/professional learning. She also told of her experience with a bad teacher. She changed schools and knows of other parents that did the same in that situation. She felt that there was no other action she could take.

## 9.0 CONSENT AGENDA

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

### 9.1 Items Subject or Not Subject to Closed Session:

9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)

9.1b Approve Personnel Transactions (Cancy McArn)

9.1c Approve Business and Financial Report: Warrants and Checks Issued for the period of April 2015 (Gerardo Castillo, CPA)

~~9.1d Approve Local Education Agency (LEA) Revised Plan, 2015  
——— (Olivine Roberts and Lisa Hayes)~~

9.1e Approve Leonardo Da Vinci Field Trip to Ashland, Oregon, June 4 – 6, 2015 (Lisa Allen)

~~9.1f Approve Resolution No. 2844: Delegating Duty to Accept Bids and Award  
——— Construction Contracts (Cathy Allen)~~

9.1g Approve April 23, 2015, Board of Education Meeting Minutes  
(José L. Banda)

*President Woo asked for a motion to adopt the Consent Agenda with Items 9.1d and 9.1e pulled. A motion was made to approve by Second Vice President Hansen and seconded by Vice President Pritchett. The Board voted unanimously to adopt the agenda.*

*President Woo then asked someone from staff to address Item 9.1d, Approve Local Education Agency (LEA) Revised Plan 2015. Dr. Olivine Roberts said that approximately every three years the State Board of Education, as required by the Federal government, has districts throughout California complete the Local Education Agency (LEA) plan. This plan outlines how the districts are utilizing the Federal entitlements, particularly Title I, Title II, and Title III, to address the needs of students. So we are at the stage where we need to update the LEA plan and submit it to the State. The goals in the plan are determined by the Department of Education, not by the District. However the actions and strategies that are outlined in the plan are reflective of the work that is being done in the District, as well as the work that is being done via the LCAP Committee. So we have ensured, as we worked on both processes, that we were in alignment; although the goals are different, the actions and strategies are in alignment and are reflective of our overarching goal of ensuring that students are college and career ready.*

*Public Comment:*

*Darlene Anderson said, as a long time parent involved at the site and District levels, she has been trying to understand what direct services for Title I students happen in the District. She knows that District wide services happen and school wide, but when she looks at American Legion High School, for example, and only three percent of students are scoring at or above the 50<sup>th</sup> percentile, she asks herself why that school is still in existence? What has happened to change things? She is concerned that African American students are not thriving in the District. She feels that it is unacceptable to have the LEA plan on the Consent Agenda as it would not be discussed.*

*Liz Guillen, with Public Advocates, thanked the Board for pulling the Item. She was one of those that ask it be pulled. She asked that it be pulled because of transparency. Dr. Roberts just stated that the plan includes goals that are also in the LCAP, and she feels it is very important for the LCAP Parent Advisory Committee and other interested in the LCAP understand how the plan to spend Federal dollars overlap with the plans to spend State dollars. This is so particularly when in LCAP Parent Advisory Committee meetings, and the members are asking questions that could be enlightened by pointing to the LEA plan. She acknowledged how much work goes into both plans. Her request to have it pulled had nothing to do with any critique of the plan itself, she just thinks it is important for the LCAP Advisory Committees to understand how they work together. She noted that close to \$11 million dollars in supplemental and concentration funding is referenced in actions that the LEA plan is covering. Those are the very actions that some of the LCAP Advisory Committee members have questions about.*

*Angie Sutherland said that the LEA plan is very complex and involved with goals and all of the Federal and State funding. She noticed that it says step two is to seek input from staff, advisory committees and community members, including Special Education, GATE, English language learners, etc. She does not recall this happening, so she thanked the Board for pulling the Item.*

*President Woo asked for a motion to extend the meeting. Vice President Pritchett made a motion to extend the meeting to 11:15 p.m. It was seconded by Member Rodriguez, and the motion passed unanimously.*

*Second Vice President Hansen also thought that it was important to pull this Item from the Consent Agenda, and he thanked the staff for staying later. Any Item that involves an expenditure of \$59 million dollars should not be on the Consent Agenda. He suggests that next time there is a fuller vetting of the Item so that all can be educated on it.*

*Member Rodriguez said that she knows staff provides the information and that a lot of it is dictated by rules and laws that we must abide by; we do not have much authority to flex a lot of it. She agrees with the comments of Second Vice President Hansen in that the staff is putting in a great deal of effort to put the document together on the Board's behalf, and it only serves staff good to come forward and talk about it so that the Board and public gain information. She asked if they could have a team meeting on Monday to ask themselves how they can make the process better, more open and engaging.*

*Vice President Pritchett asked Dr. Roberts if it is possible to take the Item off of tonight's meeting and not vote on it now, but bring it back to a future Board meeting. Dr. Roberts said that it is due to the CDE. An extension can be requested, but may not be granted. Vice President Pritchett asked if it can be brought back to a special Board meeting that is scheduled for May 27. Gerardo Castillo noted that the LEA plan is a Federal guideline on how to spend Federal funds and the State emphasis mostly is in the LCAP plan. We are doing this to meet the No Child Left Behind; we can discuss how we use those funds, but the State and Federal government already tell us what to do with a majority of the funds. In other words, there is not a lot of flexibility as there is with the LCAP. The State wants the LCAP, but they could not remove it from the Federal plan, so we still have to do both plans. At one point, this was the plan, but now the State focuses on the LCAP. Dr. Roberts said it would be possible to have the Board take action on May 27<sup>th</sup> and still be within the deadline.*

*Vice President Pritchett made a motion to move Item 9.1d to the Special Board meeting on May 27, 2015. Member Rodriguez seconded. President Woo said he will call the speakers as part of the discussion.*

*Member Ryan stated that Dr. Roberts answered her question. In the interests of transparency and empowering stakeholders with information she would like the team to come back with an explanation of the Federal guidelines, the process, and the alignment and interplay with LCAP. She thanked Dr. Roberts for offering this and looks forward to having that conversation at the next Board meeting.*

*Member Rodriguez said that she heard a concern from public comment about not being involved, and she knows that this person is a thoroughly engaged parent member in the District, so she asked the team to make an effort to reach out to these parent groups are already gathered before May 27.*

*President Woo reminded that there is a motion on the floor to move Item 9.1d to the Special Board meeting on May 27, 2015. The motion passed unanimously.*

*Cathy Allen then spoke to Item 9.1f. She said the Item is a resolution that is brought to the Board annually at this time of year in anticipation of an abbreviated Board meeting schedule. This resolution is done, therefore, primarily because there are projects that are in Department of the State Architect (DSA) in various stages. As they come out, the Facilities Department likes to get them awarded and going. We do not have control over when DSA releases plans to us, so in anticipation of not having two Board meetings in July and maybe August, we bring this*

resolution forward each year. There is an expiration date on it of August 31, 2015. There are several Emergency Repair Projects that are still working their way through DSA that are on a timeline and there are also fire alarm handle upgrades to be done.

Second Vice President Hansen had concern that, as we have been meeting regularly every two weeks, it did not seem that this resolution was necessary, along with the fact that it does not go into effect until June 22. Maybe if there is some compelling information that could be provided to the Board; there were three scheduled meetings before this was even going to take effect. Ms. Allen said that as long as there are two Board meetings a month the Department is good to go and if not she might be need a special Board meeting. Second Vice President Hansen recommended that the Item stay pulled for now.

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

### **10.1 Approve Resolution No. 2843: Resolution Designating May as Physical Fitness and Sports Month (Iris Taylor and Heather Deckard) **Action****

Dr. Taylor thanked the Board for requesting the resolution to recognize the month of May as Physical Fitness Month. She stated that the resolution highlights the critical role of physical fitness in leading healthy and productive lives. Physical Education and the relentless work of our physical educators is a primary vehicle through which students gain an understanding of the importance of physical fitness and developing healthy habits such as eating right and engaging in physical activity. Students and teachers had been in attendance to present information about the programs at their sites, however due to the lateness of the hour they were told to return home. Heather Deckard quickly made a video of the planned presentations which will be provided to the Board via e-mail and posted to the District website. Ms. Deckard then spoke on the resolution. Dr. Taylor read the resolution.

*Public Comment:*  
None

*Board Member Comments:*  
Second Vice President Hansen moved Resolution No. 2843. Vice President Pritchett seconded. The motion passed unanimously.

### **10.2 2015-2016 Governor's May Revise Budget Proposal (Gerardo Castillo, CPA) **Information****

Chief Business Officer Gerardo Castillo presented on the Governor's May Revise proposal which was held May 19 and attended by staff and President Woo. He thanked President Woo for attending the half day workshop and learning about the budget. Mr. Castillo and Michael Smith summarized key points of the budget that affect Sacramento City Unified School District. The purpose of the presentation was to give information on the changes that happened from the January proposal to the May proposal. Mr. Castillo went over economic outlook, the 2015-16 Governor's budget for education, items that are still not in the budget, the 2015-16 Local Control Funding Formula, discretionary one time use funds, apportionment deferrals, Adult Education, school facilities issues and the Emergency Repair Program, Career Technical Education, technology infrastructure, Special Education, Proposition 30, cap on district reserves, next steps, and closing thoughts.

*Public Comment:*  
None

(Board Agenda, May 21, 2015)

*Board Member Comments:*

*None*

*10.3 Traditional School Attendance Calendar 2015-2016 Update and Future School Attendance Calendars (Cancy McArn)* **Information**

*Cancy McArn and Cindy Nguyen presented on the Item. Ms. McArn gave an explanation of calendar development and language change. There was an original intent to create a multi-year calendar, but because of the requirement of CDE that instructional days be increased to 180 for the 2015-2016 school year, there was a need to collaborate with the union partner and come up with a calendar that addressed that need. Goals before the team that negotiated was a desire to begin prior to Labor Day in an effort to offer the District added benefits including increased school enrollment, student enrollment retention periods, having more instructional days prior to standardized testing, and improving the timeline for hiring and recruitment. This would better align us with other districts and allow establishment of a multi-year calendar. A slide taken from Sacramento County Office of Education was shown listing all districts in the County and their calendars with start and end dates. Next steps were covered and questions taken.*

*Public Comment:*

*None*

*Board Member Comments:*

*Second Vice President Jay Hansen thanked the presenters; he appreciates this Item being on the agenda. He noted there has been some concern about the decision to move the start of the school year to before Labor Day for the first time in the history of Sacramento City Unified School District. He feels this type of decision should be done in partnership with the community and the Board. He is excited that we are expanding the school year, but does not like having something positive have a negative aspect included. He notes that it may be an attraction for Sacramento City Unified School District families to attend other school districts because they start earlier. But it is important because it has been part of our culture for so long that it merits us to do some sort of survey with families to ask them if it is something that they value. He also knows that this is a conversation that happened over many months, so he is dismayed that the Board learned of it after decisions had already been made. He knows that the Board voted on it, but that was after it had been negotiated with our labor partners. He asks that the Human Resources and the Board come up with a plan for next year to get a representative sampling of families in our District, teachers, and others involved in this to learn their opinions. He feels that not doing that this year was an error. He appreciates that the information was brought tonight, and he has learned a lot during the process and through asking a lot of questions. He knows that there will be a lot of families that miss the opening days of school. He feels this is a bad way for children to start off their new school year. He is sorry that some families are going to be in that position or have to cancel plans for family vacation.*

*Member Cochrane thanked the presenters for their work. She said it is important and is pleased that the District is moving away from the agricultural calendar. She feels the large gap of time over the summer is something that is detrimental to students and their learning. She hopes this goes forward in the future with further adjustment, even looking at having a week in February and extending the school year farther into June and maybe starting earlier in August. She asked for next steps. Ms. McArn stated that in addition to what was listed, they will be reaching out to the community to try and get a better sense of needs. Conversations around calendar have been a little tricky for some time, so it was wonderful to be able to have something planned out for the Fall over a couple of years but to already begin the conversations. The team that worked on this started in March and it was brought to the Board in April. She feels a lesson learned was that this came to the Board on the Consent Agenda in April, and so it appears that more time and explanation is needed for this matter.*

*President Woo thanked the presenters and said that before moving on to the next Item, Member Cochrane wanted to say something.*

Member Cochrane said that the beautiful yearbooks donated to the Board members from C. K. McClatchy High School tonight have been wonderful to look at and to see the school achievements, but she is wondering, for Board members that may be interested and willing to give their books to Nikki Milevsky, (SCTA President present in the audience), if they would do that so she can give them to teachers at the school or to students in need. She then recognized Board Member Diana Rodriguez for an achievement. Latina Style is a premier company that addresses needs of professional Latinas in the United States. Member Rodriguez has been recognized with Advocate of the Year Award from this national organization. She was nominated by the National Association of Latinos Elected and Appointed Officials (NALEO). Member Rodriguez was chosen based on her lifetime achievements and her distinguished service as a role model. The coveted award is presented to individuals who are champions of leadership and community service. Member Rodriguez represents families as an elected trustee in the Sacramento City Unified School Districts. She was elected in 2008, and re-elected to a second term in 2012. She is a leading voice against harmful school closures, proper spending of the District's approximately \$480 million dollar revenues, and increased transparency and sunshine. Member Rodriguez is an advocate for working families and children; she supports policies to improve schools. Member Cochrane gave her congratulations.

## **11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

**Receive Information**

### **11.1 Business and Financial Information**

- Purchase Order Board Report for the Period of February 15, 2015, through March 14, 2015
- Report on Contracts within the Expenditure Limitations Specified in Section PCC 20111 for March 1, 2015, through April 30, 2015

### **11.2 Head Start/Early Head Start Reports**

President Woo received both Items 11.1 and 11.2

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

- ✓ June 4, 2015, 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 18, 2015, 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 Woo asked for a motion to adjourn the meeting; a motion was made by Vice President Pritchett and seconded by Second Vice President Hansen. The motion was passed unanimously with Vice President Hansen and Member Cochrane absent, and the meeting was adjourned at 11:12 p.m.

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José L. Banda, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with

*Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47<sup>th</sup> Avenue at the Front Desk Counter and on the District's website at [www.scusd.edu](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1m

**Meeting Date:** June 18, 2015

**Subject:** Expansion at Theodore Judah Elementary

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

**Division:** Facilities Support Services

**Recommendation:** Board authorize staff to negotiate an architectural services agreement with Vrilakas Architects for the design of a nine classroom, two-story building to be located at Theodore Judah.

**Background/Rationale:** The District has been working since late 2012 on an expansion at Theodore Judah to handle increasing enrollment at the site. A proposal has been submitted by Mr. Ron Vrilakis, Vrilakas/Groen Architects, to design a building that can be constructed for approximately \$4.3 million.

Following numerous community, site and District meetings, staff is recommending moving forward with the project as proposed.

**Financial Considerations:** Total project cost is estimated at roughly \$5,580,000. Funding sources include Measure Q, Project Green, Developer Fees, community fundraising and a donation by Encore McKinley Village, LLC.

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

**Documents Attached:**

None

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

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

Cathy Allen, Chief Operations Officer  
Facilities Support Services

Mary Harden Young, Area Assistant Superintendent

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



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

Agenda Item # 10.1

**Meeting Date:** June 18, 2015

**Subject:** Continuous Improvement of Special Education Services: 2015-2016 Annual Service Plan and Annual Budget Plan

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

**Segment/Department:** Academic Office/Special Education Department

**Recommendation:** To approve the SELPA's Annual Service Delivery Plan and the Annual Budget Plan.

**Background/Rationale:** The SCUSD SELPA Local Plan requires a service plan and budget plan be developed and updated annually. The plans are developed prospectively. The Annual Service Plan describes the full continuum of services provided by the district for students, birth to 22 years of age; including students with low incidence disabilities. The Budget plan describes those funds received in accordance with EC 56836 and the expenditure of those funds.

The Special Education Department continues to direct its focus towards the improvement of teaching and learning in all programs for students with special needs, as well as outcomes for students, preparing them for college and career.

**Financial Considerations:** The SCUSD SELPA receives \$22,121,679 in state funding, \$8,437,152 in federal funding, \$6,601,186 for Special Education Transportation and \$53,961,685 in other grants, entitlements and general funds for a total of \$91,121,702.

**LCAP Goals:** College and Career Ready Students; Family and Community Engagement

**Documents Attached:**

1. Executive Summary
2. Annual Service Report
3. Annual Service Descriptions

4. Certification Annual Service Plan
5. Certification Annual Budget Plan

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Olivine Roberts, Ed.D., Chief Academic Officer and  
Becky Bryant, Director, Special Education Department/SELPA

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

**Board of Education Executive Summary**  
**Academic Office/Special Education Department:**  
**Continuous Improvement of Special Education**  
**Services: 2015-2016 Annual Service Plan and Annual**  
**Budget Plan**  
**June 4, 2015**



## **I. Overview of the Title**

The district has worked diligently to align its special education services and practices to serve students in a manner that is equitable, provides access to the general curriculum, meets students' unique needs and closes the achievement gap. It continues to be committed to educating our students, to the greatest extent possible, in age appropriate general education classroom settings in their neighborhood or choice schools, in order to prepare them for college or career. The implementation of Inclusive Practices at Oak Ridge, Leataata Floyd, Sutterville, Caleb Greenwood, California Middle School, CK McClatchy (full implementation), Hiram Johnson, John F. Kennedy, SES, Rosa Parks, W.C. Wood, Sutter, Albert Einstein, John Still, Kit Carson, H.W. Harkness and James Marshall (RSP-only sites) have shown us that students with special needs are able to and do respond positively to rigorous and relevant instruction tailored to their unique learning needs. Furthermore, the Special Education Department continues to move forward with professional learning in Common Core State Standards for all its teachers. The same expectation of high rigor, relevance and accountability applies to every Special Day Class Program and every related service it provides as well. This continued focus on teaching and learning will lay a strong foundation that will position our students for success in preschool through grade 12 and beyond.

The Special Education Department continues to be reflective regarding its practices and present levels of performance in preparing students for this expectation. Approximately 15.5% of the district's population is students with special needs. It is imperative that students with disabilities are afforded the appropriate and equitable educational opportunities and services in the Least Restrictive Environment (LRE).

## **II. Driving Governance**

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997, requires the Special Education Local Plan Area (SELPA) to submit an Annual Budget and Service Plan that is adopted at a public hearing. As required in Education Code, these plans must identify expected expenditures, including a description of the services provided and their physical location. The plan must demonstrate that all individuals with special needs have access to services and instruction appropriate to meet their unique learning needs as specified in their Individual Education Program (IEP). The Annual Service and Budget Plan is prospective in nature, adopted by the Board and submitted

**Board of Education Executive Summary**  
**Academic Office/Special Education Department:**  
**Continuous Improvement of Special Education**  
**Services: 2015-2016 Annual Service Plan and Annual**  
**Budget Plan**  
**June 4, 2015**



to CDE on or before June 30, 2015.

**III. Budget**

The budget that supports special education services is derived from multiple sources of federal, state and district funds. Realizing that the average cost to educate a student with an IEP is about two times the cost of educating a student without special needs, the district contributes a significant amount of funds towards the delivery of services and transportation for the students. Below is a breakdown of the revenue the district will receive for the next school year to provide special education services throughout the district. The second table is a breakdown of the expected expenditures for the program. Most of these funds are restricted to specific uses and expenses must be charged to allowable programs and services.

<b>2015-2016 Annual Budget Plan Revenue</b>	
<b>AB 602</b> (State funds based on district's ADA)	\$22,121,679
<b>IDEA</b> (Federal funds)	\$ 8,437,152
<b>Special Education Transportation</b>	\$ 3,265,457
<b>Other Grants, Entitlements and General Funds</b> i.e., Educationally Related Mental Health, Workability, Department of Rehabilitation (TPP), State and Federal Preschool	\$57,297,414
<b>Funds received to provide special education services</b>	<b>\$91,121,702</b>

\*Please note: Students receiving special education services in special day classes generate \$17,433,635 in ADA which is listed as part of the district's general fund contribution under LCFF

<b>2015-2016 Expected Expenditures</b>	
<b>Administrative costs of the plan</b> (Management staff, support staff and supplies)	\$ 1,341,144
<b>Low Incidence Disabilities</b> (Teachers, Instructional Aides and supplies)	\$ 2,363,643
<b>Severe Disabilities</b> (Teachers, Instructional Aides, Psychologists*, Social Workers*, Nurses*,	\$42,917,780

## Board of Education Executive Summary

Academic Office/Special Education Department:  
Continuous Improvement of Special Education  
Services: 2015-2016 Annual Service Plan and Annual  
Budget Plan  
June 4, 2015



supplies, SCOE Excess Costs and nonpublic school/agency costs)	
<b>Nonsevere Disabilities</b> (Teachers, Instructional Aides, Psychologists*, Social Workers*, Nurses*, and supplies)	\$30,128,276
<b>Regionalized Operations and Services</b> (Program Specialists, Behavior Intervention Specialists)	\$ 2,551,406
<b>Supplemental Aids and Services</b>	\$ 2,461,108
<b>Transportation</b>	\$ 9,358,345
<b>Total Operating Expenses</b>	<b>\$91,121,702</b>

\*Split funded with both funding sources

### IV. Goals, Objectives and Measures

To achieve its desired outcomes, the department must continue to persevere to accelerate our work and improve our practices on a number of fronts. Knowing that this a continuous cycle of improvement started five years ago, and that evaluation of progress occurs along the way, the department has identified a number of goals and objectives for the 2015-2016 school year:

- Maintain current Inclusive Practices sites as in the prior school year while the district engages in the collaborative work group with SCTA to develop a strong contractual foundation for the staffing and organizational structures of Inclusive Practices and settings where co-teaching is taking place
- Continue to support the implementation of Common Core State Standards in the special education program and the continued expectation of strong teaching and learning in every classroom
- Continue to build the knowledge of special education support personnel to ensure all staff have foundational knowledge of Common Core State Standards and their role in its implementation
- Continue to focus on strong transition planning at every segment of a student's life, with a strong focus on planning for life after graduation or transition to adult life at age 22

The department will need to use multiple data points to measure its progress towards achieving each goal and objective. The progress and achievement of students will be measured by examining student work over time, analyzing both summative and formative assessment results, and monitoring progress on IEP goals and objectives. In addition, it will gather and examine qualitative survey data aimed at measuring the perceptions of the parents and

## Board of Education Executive Summary

**Academic Office/Special Education Department:  
Continuous Improvement of Special Education  
Services: 2015-2016 Annual Service Plan and Annual  
Budget Plan  
June 4, 2015**



students in the areas of Inclusive Practices, improvement in teaching and learning in special day classes and transition planning for students age 16 and older.

### V. Major Initiatives

As stated in the section above, the major initiatives for the department will be to continue supporting the current Inclusive Practices sites with staffing, follow-up coaching support and professional learning. Also, the department will continue to strengthen its special day classes by providing on-site consultation by central staff and specific professional learning to address site specific needs. In addition, the focus on improving the Transition planning process for students age 16 and older will continue in order to develop a clear plan for each student's "after" graduation transition or completion of the district education cycle at age 22. Finally, the department will continue its focus on improving its relations with the families it serves, by taking an individualized approach to problem solving and case management and being available to assist sites when there is need for central office involvement.

### VI. Results

The department responded to the need for continued specific professional learning opportunities designed to address the implementation of Common Core State Standards and the access/entry points for students with special needs. A series of trainings for special education teachers have been completed and evaluative feedback from the sessions indicated that these specific trainings met teachers' expectations and provided strategies to use the next day in their classrooms. Additional parent training for the parents of students with special needs took place this year and evaluative feedback from the sessions was positive, indicating an increased level of knowledge of what to expect of the teaching and learning in their student's classroom and how to provide support in the home.

The department is currently planning for next year's professional learning based on feedback received from teachers, support staff and parents. As part of the Academic Office team, the department continues to engage in multidisciplinary planning, learning and conversations that deepen the awareness and knowledge about students with special needs and the services they receive.

## Board of Education Executive Summary

Academic Office/Special Education Department:  
Continuous Improvement of Special Education  
Services: 2015-2016 Annual Service Plan and Annual  
Budget Plan  
June 4, 2015



### VII. Lessons Learned/Next Steps

In moving forward, the district will:

- Continue to support the implementation of the Common Core State Standards by addressing specific strategies, such as Universal Design for Learning, Academic Conversations and Executive Function, to assist students in engaging in the content.
- Continue to work closely with school sites to provide support for the continuous improvement of all special education services on their site.
- Continue to provide professional learning support to district special education teachers on IEP requirements and development of high quality goals and objectives, including focused implementation on all aspects of the IEP.
- Continue proactive outreach to parents to provide information and empowerment strategies to advocate on behalf of their children with special needs.
- Continue to return students from nonpublic schools/agencies to expanded district programs.

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA	Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0101972 Rosemont High	10	330   350   415   425   445   450   510   515   610   720   725   820   830   840   890   900
0108951 Health Professions High	10	330   340   415   510   515   530   820   830   840   850   890
0114546 School of Engineering & Sciences	10	330   415   435   450   510   515   535   820   840   890
3430865 West Campus Hiram Johnson	10	330   415   450   460   725   840   900
3431012 Burbank (Luther) High	10	330   340   415   425   435   450   460   510   515   535   610   725   820   830   840   850   855   870   890   900
3434636 Johnson (Hiram W.) High	10	330   415   425   445   450   460   510   515   610   715   720   725   730   820   830   840   850   855   870   890   900
3434768 Kennedy (John F.) High	10	330   415   425   445   450   460   510   515   535   715   720   725   730   820   830   840   850   890   900
3435419 McClatchy (C.K.) High	10	330   340   415   425   436   450   510   515   720   725   730   820   830   840   850   890   900
3467602 *** Sch Code Not Found *** CSU, Sacramento	10	330   340   415   435   720   725   730   830   840   850   870   890   900
6033765 Winn (A.M.) Elementary	10	330   415   425   450   460   535
6033807 Harte (Bret) Elementary	10	330   415   450   535
6033815 Greenwood (Caleb) Elementary	10	330   340   415   425   435   450   460   535   900
6033823 Camellia Elementary	10	330   415   450   535
6033831 Wenzel (Caroline) Elementary	10	330   415   425   436   450   460   515   535   900
6033880 Lubin (David) Elementary	10	330   340   350   415   425   450   510   515   535   710   715   720   900
6033906 Warren (Earl) Elementary	10	330   415   450

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6033914 Kemble (Edward) Elementary	10	330   350   415   450   460   515   535
6033930 Elder Creek Elementary	10	330   415   450   720
6033948 Baker (Ethel I.) Elementary	10	330   415   450   515   530   720
6033955 Phillips (Ethel) Elementary	10	330   340   415   450   515   530
6033997 Harkness (H.W.) Elementary	10	330   415   425   450   460
6034003 Hollywood Park Elementary	10	330   415   425   450   510   515   535   720
6034011 Bancroft (Hubert H.) Elementary	10	330   415   425   450   460   515   535   720   725   900
6034029 Cohen (Isador) Elementary	10	330   415   450   725
6034037 Smith (Jedediah) Elementary <b>Leataata Floyd</b>	10	330   415   435   450   460   535   720   725   730
6034045 Bidwell (John) Elementary	10	330   415   425   435   450
6034052 Cabrillo (John) Elementary	10	330   415   425   435   450   460   535   900
6034060 Sloat (John D.) Elementary	10	330   415   425   435   450   460   515   725   730
6034078 Morse (John F.) Elementary <b>Alice Birney Waldorf</b>	10	330   415   450   515   720   725   900
6034136 Twain (Mark) Elementary	10	330   415   450   460
6034169 Nicholas Elementary	10	330   415   435   450   510   515
6034177 Erlewine (O.W.) Elementary	10	330   415   425   435   436   445   450   460   900

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6034185 Oak Ridge Elementary	10	330   415   425   450   515   535
6034193 Pacific Elementary	10	330   415   450   535
6034201 Parkway Elementary	10	330   415   425   436   450   460   510   515   530   720   725   730
6034219 Burnett (Peter) Elementary	10	330   415   425   450   460   515
6034227 Hearst (Phoebe A.) Elementary	10	330   415   450   535
6034235 Pony Express Elementary	10	330   415   425   436   450   460   510   515   535   725   900
6034243 Crocker/Riverside Elementary	10	330   415   450   720
6034250 Sequoia Elementary	10	330   415   425   450   460   515   535   725   900
6034276 Sutterville Elementary	10	330   415   425   435   445   450   460   515   530   535   720   900
6034284 Tahoe Elementary	10	330   415   450   515   535
6034292 Judah (Theodore) Elementary	10	330   415   425   450   535   900
6034326 Land (William) Elementary	10	330   415
6034334 Woodbine Elementary	10	330   415   450   515   720
6059273 Einstein (Albert) Middle	10	330   415   425   435   450   510   515   535   720   725   900
6059281 California Middle	10	330   415   450   515   535   900
6059299 Goethe (Charles M.) Middle Rosa Parks	10	330   415   425   450   515   535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6059307 Bacon (Fern) Middle	10	330   415   425   435   436   460   510   515   725   900
6059315 Da Vinci (Leonardo) Elementary	10	330   415   425   450   460   515   535   720   725   730
6059323 Still (John H.)	10	330   415   425   435   436   450   515   535
6059356 Brannan (Sam) Middle	10	330   340   415   425   450   510   515   535   720   900
6059364 Wood (Will C.) Middle	10	330   415   450   510   515
6061832 Carson (Kit) Middle	10	330   415   425   450   510   515   710   725
6066690 Sutter Middle	10	330   415   425   435   445   450   515   535   610   715   720   900
6071336 Anthony (Susan B.) Elementary	10	330   415   450
6096150 Marshall (James) Elementary	10	330   415   425   450   535   900
6096168 Didion (Genevieve) Elementary	10	330   415   425   450   460   535   900
6097083 Golden Empire Elementary	10	330   415   435   436   450   460   535
6099808 Lincoln (Abraham) Elementary	10	330   415   510   720
6107239 King (Martin Luther Jr.) Elementary	10	330   415   425   450   515   535   720   900
6110662 Kenny (Father Keith B.) Elementary	10	330   415   450   725
6111389 Matsuyama Elementary	10	330   340   415   425   450   510   515   710   900
6117097 SCUSD Success Academy K-8 Community Day	31	330

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6119440 Cesar Chavez Intermediate	10	330   415   450   515
SACACEL *** Sch Code Not Found *** <b>Accelerated Academy</b>	10	330   415   510   820   840   855
0113209 Anderson(Marian)John Morse Therapeutic Center	15	330   415   425   435   450   510   515   530   535   720   725
3430154 American Legion High (Cont.)	20	330   515   820   830   840   850   855
0101295 KIPP Sol Aureus College Preparatory	55	330   415   450
0101881 New Technology High	55	330   415   425   450   515   730   820   830   840   865
0101899 Americas Choice <b>George Washington Carver</b>	55	330   340   415   445   450   510   515   530   535   720   820   830   840   850
0101907 The Met Sacramento	55	330   415   425   450   460   510   515   725   730   820   830   840   900
0121665 Yav Pen Suab Academy - Preparing for the Futu	55	330   415   450   515   900
0131136 *** Sch Code Not Found *** <b>Joseph Bonnheim Charter</b>	55	330   415
6033799 Bowling Green Elementary (Char)	55	330   415   425   435   436   450   460   510   515   535   725   730   900

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

## Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)		Special Education Division			
CASEMIS Code	Special Education Service Category Descriptions  Birth--21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		
			Compliance	Meets Compliance	Findings/ Comments
900	Behavior Consultation		Yes	No	
			Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How/Service provider?		

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA	Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
HOMEHOS *** Sch Code Not Found *** <b>Individual Instruction</b>	40	330   340   415   425   445   450   460   510   535   725   820   840   890   900
0115220 Land Park Academy - Pat Anderson Center	70	330   415   435   450   460   830   850   890   900
0127779 *** Sch Code Not Found *** <b>Sierra Foothills Academy</b>	70	330   415   445   515   820   830
6130025 Sierra School at Edison	70	330   415   435   436   450   510   515
6130611 Rancho Learning Center	70	330   510   515   820   830   840   865
6914246 Odyssey Learning Center, Inc.	70	330   415   425   435   445   450   535   725   830   850   855   890   900
6937999 Aldar Academy	70	330   415   510   515   820   830   840   890
6938245 Sierra School	70	330   415   450   510   515   535   540   820   830   840   855   865   890
7051394 South Pointe Academy <b>Point Quest</b>	70	330   415   450   510   515   530   535   725   730   820   830   840   850   870   890
7077084 Children's Home Connection Learning Academy	70	330   340   415   830
7082951 Atkinson Youth Services	70	330   415   450   510   515   830   855   890
7085590 Northern California Preparatory School	70	330   415   450   510   515   535   820   830   840
7086846 Guiding Hands, Inc.	70	330   415   450   510   515   830
7091481 ABC School - Sacramento	70	330   415   450   535   830   900
7099450 CCHAT Center-Sacramento	70	330   415   450   460   720

Sacramento County Jail      30      330

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency



SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6033831 Wenzel (Caroline) Elementary	00	415
6034003 Hollywood Park Elementary	00	415
6034136 Twain (Mark) Elementary	00	415
6034169 Nicholas Elementary	00	415
6034276 Sutterville Elementary	00	415
6034292 Judah (Theodore) Elementary	00	415
6071336 Anthony (Susan B.) Elementary	00	415
6111389 Matsuyama Elementary	00	415   450   535
NOSCHOL *** Sch Code Not Found ***	00	330   340   350   415   450   460   720   725
<b>No School 3-5 Years Old</b>		
6033765 Winn (A.M.) Elementary	10	415
6033815 Greenwood (Caleb) Elementary	10	415   436   450
6033823 Camellia Elementary	10	330   415   450
6033831 Wenzel (Caroline) Elementary	10	415
6033856 Huntington (Collis P.) Elementary	10	330   415   450   460
6033880 Lubin (David) Elementary	10	330   350   415   425   450   460   535   720   725   730
6033906 Warren (Earl) Elementary	10	415   720

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6033914 Kemble (Edward) Elementary	10	330   350   415   450   460   535
6033930 Elder Creek Elementary	10	415
6033948 Baker (Ethel I.) Elementary	10	330   350   415   450   460
6033955 Phillips (Ethel) Elementary	10	330   415   450   460   720
6033997 Harkness (H.W.) Elementary	10	415   450   460
6034003 Hollywood Park Elementary	10	415
6034011 Bancroft (Hubert H.) Elementary	10	415
6034029 Cohen (Isador) Elementary	10	330   350   415   450   460   535   720
6034037 Smith (Jedediah) Elementary	10	415   450
<u>Leataata Floyd</u>		
6034045 Bidwell (John) Elementary	10	415
6034052 Cabrillo (John) Elementary	10	330   415   450   535
6034078 Morse (John F.) Elementary	10	330   415   450
<u>Alice Birney Waldorf</u>		
6034136 Twain (Mark) Elementary	10	415
6034169 Nicholas Elementary	10	330   415   450   460   535
6034177 Erlewine (O.W.) Elementary	10	415
6034185 Oak Ridge Elementary	10	330   415   450

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6034193 Pacific Elementary	10	330   415   450
6034201 Parkway Elementary	10	415   450
6034219 Burnett (Peter) Elementary	10	330   350   415   450   460   725
6034227 Hearst (Phoebe A.) Elementary	10	415
6034235 Pony Express Elementary	10	330   350   415   450
6034243 Crocker/Riverside Elementary	10	330   415   450
6034250 Sequoia Elementary	10	330   350   415   450   535
6034276 Sutterville Elementary	10	330   350   415   450
6034284 Tahoe Elementary	10	330   415   450   535
6034292 Judah (Theodore) Elementary	10	415
6034326 Land (William) Elementary	10	415
6034334 Woodbine Elementary	10	415
6059299 Goethe (Charles M.) Middle <b>Rosa Parks</b>	10	415
6059315 Da Vinci (Leonardo) Elementary	10	415
6059323 Still (John H.)	10	330   415   450
6071336 Anthony (Susan B.) Elementary	10	415

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40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
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SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6096150 Marshall (James) Elementary	10	330   415   425   436   450   460
6096168 Didion (Genevieve) Elementary	10	330   415   450   460
6096655 Washington Elementary	10	330   415   450   535
6097083 Golden Empire Elementary	10	415
6099808 Lincoln (Abraham) Elementary	10	330   415   450
6107239 King (Martin Luther Jr.) Elementary	10	330   415
6110662 Kenny (Father Keith B.) Elementary	10	330   415   425   450   535
6111389 Matsuyama Elementary	10	330   415   450   900
HOMEHOS *** Sch Code Not Found ***	40	330   340   415   450   460   725   900
<b>Individual Instruction</b>		
SETAPRE *** Sch Code Not Found ***	61	415   450
<b>SETA Headstart</b>		
3430030 Skills and Business Education	62	330   415
3433323 Fremont Adult Education	62	415
3434636 Johnson (Hiram W.) High	62	415   450
6034169 Nicholas Elementary	62	330   415
6096655 Washington Elementary	62	330
MARIANA *** Sch Code Not Found ***	62	415
<b>Marian Anderson Preschool</b>		

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3412 Sacramento City Unified SELPA

LEA:3467439 SACRAMENTO CITY UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
PLAYMAT *** Sch Code Not Found *** <b>Playmate Preschool</b>	62	415
PRESCHL *** Sch Code Not Found *** <b>SCUSD Preschool</b>	62	415
TRIUMPH *** Sch Code Not Found *** <b>Triumph Preschool</b>	62	415   450
PRVTPRE *** Sch Code Not Found *** <b>Private Preschool</b>	64	330   415   450

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	<b>Family training, counseling, and home visits (ages 0–2 only):</b> This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child’s development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	XXX			34 <i>Code of Federal Regulations (CFR)</i> sections 300.34 (c)(3), 300.226
220	<b>Medical services (for evaluation only) (ages 0–2 only):</b> Services provided by a licensed physician to determine a child’s developmental status and need for early intervention services.	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
230	<b>Nutrition services (ages 0–2 only):</b> These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
240	<b>Service coordination (ages 0–2 only)</b>	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
250	<b>Special instruction (ages 0–2 only):</b> Special instruction includes: the design of learning environments and activities that promote the child’s acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child’s individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child’s development.	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)</b>	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	<b>Respite care services (ages 0–2 only):</b> Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	XXX			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
330	<b>Specialized academic instruction:</b> Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	XXX			34 <i>CFR</i> Section 300.39(b)(3)
340	<b>Intensive individual instruction:</b> IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	XXX			30 <i>California Education Code (EC)</i> Section 56364
350	<b>Individual and small group instruction:</b> Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	XXX			5 <i>California Code of Regulations (CCR)</i> Section 3051; 30 <i>EC</i> Section 56441.2
415	<b>Language and speech:</b> Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	XXX			5 <i>CCR</i> Section 3051.1; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<b>Adapted physical education:</b> Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	XXX			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	<b>Health and nursing–specialized physical health care services:</b> Specialized physical health care services means those health services prescribed by the child’s licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	XXX			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	<b>Health and nursing–other services:</b> This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	XXX			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<p><b>Assistive technology services:</b> Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	XXX			<p>5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105</p>
450	<p><b>Occupational therapy:</b> Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	XXX			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)</p>

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<p><b>Physical therapy:</b> These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	XXX			<p>5 CCR Section 3051.6;  30 EC Section 56363;  34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&amp;PC) Chapter 5.7 sections 2600–2696;  <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)</p>
510	<p><b>Individual counseling:</b> One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</p>	XXX			<p>5 CCR Section 3051.9;  34 CFR Section 300.34(c)(2)</p>
515	<p><b>Counseling and guidance:</b> Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.</p>	XXX			<p>34 CFR sections 300.24.(b)(2), 300.306;  5 CCR Section 3051.9</p>

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	<b>Parent counseling:</b> Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	XXX			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	<b>Social work services:</b> Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	XXX			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	<b>Psychological services:</b> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	XXX			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	<b>Behavior intervention services:</b> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	XXX			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	<b>Day treatment services:</b> Structured education, training, and support services to address the student's mental health needs.	XXX			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	<b>Residential treatment services:</b> A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	XXX			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	<b>Specialized services for low incidence disabilities:</b> Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	XXX			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	<b>Specialized deaf and hard of hearing services:</b> These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	XXX			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	<b>Interpreter services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	XXX			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiological services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	XXX			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	<b>Specialized vision services:</b> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	XXX			5 CCR Section 3030(d); 30 EC Section 56364.1
730	<b>Orientation and mobility:</b> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	XXX			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	<b>Braille transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	XXX			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	<b>Specialized orthopedic services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	XXX			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>	XXX			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	<b>Note taking services:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	XXX			5 CCR Section 3051.16
755	<b>Transcription services:</b> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	XXX			5 CCR Section 3051.16
760	<b>Recreation services, includes therapeutic recreation:</b> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	XXX			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	<b>College awareness:</b> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	XXX			34 CFR sections 300.39 (b)(5), 300.43
830	<b>Vocational assessment, counseling, guidance, and career assessment:</b> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	XXX			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	<b>Career awareness:</b> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	XXX			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	<b>Work experience education:</b> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	XXX			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	<b>Job Coaching:</b> Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	XXX			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	<b>Mentoring:</b> Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	XXX			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	<b>Agency linkages (referral and placement):</b> Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	XXX			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	XXX			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	<b>Other transition services:</b> These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	XXX			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
<b>900**</b>	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.	<b>XXX</b>			
* <i>B&amp;PC–Business and Professional Codes</i> <i>CCR–California Code of Regulations</i> <i>CFR–Code of Federal Regulations</i> <i>EC–Education Code</i> <i>GC–Government Code</i>					
<b>** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.</b>					

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

**Certification of Annual Service Plan  
 Fiscal Year 2015-16**

<b>1. Check one, as applicable:</b> <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code  <b>3412</b>	SELPA Name Sacramento City Unified School District SELPA	Application Date June 30, 2015
SELPA Address 5735 47 <sup>th</sup> Ave.	SELPA City Sacramento ,CA	SELPA Zip code 95824
Name SELPA Director (Print)  Becky Bryant		SELPA Director's Telephone Number  (916 ) 643-9163
<b>2. Certification by Designated Administrative And Fiscal Agency for This Program          (Responsible Local Agency [RLA] or Administrative Unit [AU])</b>		
RLA/AU Name Sacramento City Unified School District	Name/Title of RLA/AU Superintendent (Type) José Banda	RLA/AU Telephone Number (916 ) 643-7400
RLA/AU Street Address 5735 47 <sup>th</sup> Ave.	RLA/AU City Sacramento, CA	RLA/AU Zip code 95824
Date of Governing Board Approval  June 18, 2015		

**Certification of Approval of Annual Service Plan Pursuant to California *Education Code* Section 56205(b)**

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The **Annual Service Plan** was presented for public hearing on \_\_\_\_\_.

Adopted this 18th day of June, 2015.

Signed: \_\_\_\_\_  
                     RLA/AU Superintendent

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_

**Certification of Annual Budget Plan  
 Fiscal Year 2015-16**

<b>1. Check one, as applicable:</b> <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code <b>3412</b>	SELPA Name Sacramento City Unified School District SELPA	Application Date June 30, 2015
SELPA Address 5735 47 <sup>th</sup> Ave.	SELPA City Sacramento, CA	SELPA Zip code 95824
Name SELPA Director (Print) Becky Bryant		SELPA Director's Telephone Number  ( 916 ) 643-9163
<b>2. Certification by Designated Administrative And Fiscal Agency for This Program          (Responsible Local Agency [RLA] or Administrative Unit [AU])</b>		
RLA/AU Name Sacramento City Unified School District	Name/Title of RLA/AU Superintendent José Banda	RLA/AU Telephone Number ( 916 ) 643-7000
RLA/AU Street Address 5735 47 <sup>th</sup> Ave.	RLA/AU City Sacramento, CA	RLA/AU Zip code 95824
Date of Governing Board Approval June 18, 2015		

**Certification of Approval of Annual Budget Plan Pursuant to California Education Code Section 56205(b)**

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The **Annual Budget Plan** was presented for public hearing on June 4, 2015.

Adopted this 18<sup>th</sup> day of June, 2015.

Signed: \_\_\_\_\_  
                     RLA/AU Superintendent

**Annual Budget Plan  
 Fiscal Year 2015-16**

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal) 6512-6535 (General Fund)	\$37,992,735
	District Contribution		\$53,128,967
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	\$1,341,144
C	Special Education services to pupils with: (1) <b>severe disabilities</b> , and (2) <b>low-incidence disabilities</b>	SACS Goal Code 5710	\$0
		SACS Goal Code 5730	\$2,363,643
		SACS Goal Code 5750	\$42,917,780
D	Special education services to pupils with <b>non-severe disabilities</b>	SACS Goal Code 5770	\$30,128,276
E	Supplemental aids and services to meet the individual needs of pupils placed in <b>regular education classrooms</b> and environments	Any SACS Goal Code with SACS Function Code 1130 <sup>1</sup>	\$2,461,108
F	Regionalized operations and services, and direct instructional support by <b>program specialists</b> in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	\$922,626
		SACS Goal Code 5060	\$1,628,780
G	The use of <b>property taxes</b> allocated to the special education local plan area pursuant to EC Section 2572.	Statement is included in Local Plan	

<sup>1</sup> Function Activity Classification can be found at <http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

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Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Item# 10.2

**Meeting Date:** June 18, 2015

**Subject:** Approve 2015-2016 Local Control and Accountability Plan

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

**Division:** Communications Office

**Recommendation:** Adopt the proposed SCUSD 2015-2016 Local Control and Accountability Plan (LCAP).

**Background/Rationale:** Pursuant to Ed Code 52060, on or before July 1, 2015, 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. The LCAP is effective for three years with annual updates, must be aligned to SCUSD's budget and will include the district's annual goals in each of the eight specified state priorities.

**Financial Considerations:** None

**LCAP Goals:** College and Career Ready Students; Safe, Clean and Healthy Schools; Family and Community Engagement

**Documents Attached:**

1. Executive Summary
2. SCUSD 2015-2016 Final Draft LCAP with changes highlighted

<p><b>Estimated Time of Presentation:</b> 15 minutes</p> <p><b>Submitted by:</b> Gabe Ross, Chief Communications Officer</p> <p><b>Approved by:</b> José L. Banda, Superintendent</p>
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# Board of Education Executive Summary

Local Control and Accountability Plan (LCAP) Public Hearing  
June 18, 2015

## **I. Introduction:**

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 on or before the start of the new fiscal year every school district adopt a Local Control and Accountability Plan (LCAP) and budget.

The LCAP is the funding formula's vehicle for transparency and engagement. It must describe for each school district, and each school within the district, the annual goals and specific actions to achieve those goals for all students and subgroups of students identified in Education Code 52052, including students with disabilities. Through the LCAP, districts must describe the specific actions that are planned to achieve the goals it has identified, with budget details that show the type of state expenditure made to support these actions.

## **II. Driving Governance:**

According to Ed Code 52060 on or before the end of the fiscal year, the Governing Board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (SBE), effective for three years with annual updates. It will include the district's annual goals for all students and for each subgroup in regard to the eight state priorities and any local priorities, as well as the plans for implementing actions to achieve those goals. The LCAP requires school districts to describe specific annual goals and note actual progress towards those goals in its annual updates. Progress must be based on identified metrics, which may be either qualitative or quantitative.

There are at least two public meetings where the LCAP is shared, along with the district's budget. The first meeting is a public hearing that allows for recommendations and comments from the public about the LCAP and budget. The second meeting is when the LCAP and budget are adopted.

## **III. Goals, Objectives and Measures:**

Districts will be required to show that they have increased and improved services for the following targeted students:

- English Language Learners
- Pupils eligible for free and reduced price meals program
- Foster Youth
- Special Education

Districts are asked to engage with broad segments of the community around the LCAP, describe which stakeholder groups were consulted while developing and revising the plan, and share how feedback was used to inform the plan.

## Board of Education Executive Summary

Local Control and Accountability Plan (LCAP) Public Hearing  
June 18, 2015

With the 2015-16 plan (and every year thereafter), districts shall complete an Annual Update to the LCAP to include:

- An assessment of the prior year's LCAP metrics and actions and a description of any changes to those specific actions based on the assessment;
- A comparison of the actions and expenditures that were listed in the prior year's LCAP and the actions and expenditures that actually were implemented.

### IV. Outreach and Engagement Plan:

Following presentation of the draft LCAP to the SCUSD Board of Education on April 23, 2015, the district began a second round of engagement activities specifically designed to solicit and gather feedback on the draft version of the plan. A second survey was distributed broadly to stakeholders, and school sites were asked to share the draft and survey with their community.

The survey was translated into five languages and made available in both hard copy (printed) and online. Staff produced a Community Guide to the LCAP. Paired with the survey, the Community Guide provides an overview of LCFF and LCAP, the state-required metrics used to measure progress, and the stated goals, activities, services and expenditures that are part of the plan. The survey asks stakeholders for their understanding of the plan; whether they believe the plan supports positive student outcomes for the targeted demographic groups and includes an opportunity to provide an open-ended comment.

The full LCAP was translated into Spanish and Hmong this year, as was the Community Guide. All materials are posted online at [www.scusd.edu/lcap](http://www.scusd.edu/lcap).

### Community Planning Process

To facilitate the survey on the LCAP draft, the district replicated last year's Community Planning Process (CPP), a grass-roots model used to gather authentic input and feedback on important topics such as the LCAP. Community members were empowered with training to become Public Education Volunteers (PEVs), and engaged with their personal and professional networks to share information and gather input.

Many community members and staff volunteered to undertake PEV training and share the survey. Other stakeholder groups both internal (School Climate Committee, Linked Learning Pathways, Youth Engagement Services) and external (the LCAP Advisory Committee, DELAC, CAC and PTA) participated as well. The district received support from many community partners, including, but not limited to: Hmong Innovating Politics, La Familia Counseling Center, Area Congregations Together, Parent/Teacher Home Visit Project and Black Parallel School Board as well.

### School Site Engagement

To ensure that the LCAP draft and survey was shared at every school site, SCUSD principals were provided a toolkit of communication materials for facilitating staff and parent meetings at

## Board of Education Executive Summary

Local Control and Accountability Plan (LCAP) Public Hearing  
June 18, 2015

their respective sites. Weekly updates and reminders were provided through the Principals Bulletin Board, and staff targeted outreach to school sites that were statistically under-represented in the first survey of the year. Principals engaged with parents and staff at standing School Site Council meetings, PTA meetings, English Learner Advisory Council (ELAC) meetings, Collaborative Planning Time (CPT) and staff meetings. At many sites, district staff or PEVs attended the meetings to help facilitate the discussion and communicate the survey details.

Several members of the LCAP Advisory Committee, and the Family and Community Engagement staff were driving forces in reaching out to school sites. In total, more than 1,600 respondents completed the second LCAP survey. A full report of the survey results is located on the district's web site: [www.scusd.edu/lcap](http://www.scusd.edu/lcap).

### LCAP Parent Advisory Committee

The board-appointed LCAP Parent Advisory Committee has met bimonthly since January. After a day-long Saturday retreat, the committee identified four themes on which to focus, although not to the exclusion of other topics.

1. School Climate
2. After School Programs
3. Counselors
4. Support for all subgroups

The LCAP Parent Advisory Committee submitted comments on the draft to the Superintendent on each of the three goals in the LCAP.

### District English Learner Advisory Committee (DELAC)

The DELAC received information about LCAP at their regularly-scheduled meetings in February, March and May. A subcommittee of self-selected DELAC members met twice to review the LCAP for the purpose of submitting comments on the draft. Their report has been submitted to the Superintendent.

### Responses to Questions

LCFF specifically requires districts to respond, in writing, to questions from their Parent Advisory Committee and District English Learner Advisory Committee prior to the LCAP's adoption. Responses are completed.

### Dependent Charter Schools

Per LCFF, a charter school must prepare and submit the LCAP or the annual update to the chartering authority and the county superintendent of schools by July 1 of each year, pursuant to Education Code Section 47604.33. The LCAP for each dependent charter will be submitted to the Board of Education after they are complete. Independent charter schools' LCAPs must be approved by their respective governing boards.

## Board of Education Executive Summary

Local Control and Accountability Plan (LCAP) Public Hearing  
June 18, 2015

### V. Revisions to Plan:

As a result of the feedback and input from stakeholders on the draft plan, as well as technical input from the County Office of Education, the Final Draft LCAP was adjusted. *Note that the changes have been highlighted on the attached document.*

#### Section 1: Stakeholder Engagement

Section 1 of the Final Draft LCAP was updated to reflect additional detail on engagement activities and meetings. More detail was also added for additional context, as well as detail about the involvement around the Annual Update.

#### Section 2: Goals, Actions, Expenditures and Progress Indicators

Section 2 was updated to include significantly more data than the first draft, including the school sites that are using supplemental and concentration funds. Feedback from stakeholders indicated a strong desire to make the LCAP a “data rich” document. The final draft LCAP reflects that feedback.

The Governor’s May Revise resulted in additional funding to the district, which is reflected in the final draft. While the LCAP is only required to specifically address expenditures of LCFF Supplemental and Concentration grant funds, input from stakeholders indicated a desire to include more of the complete picture of expenditures dedicated to addressing the goals laid out in the plan. However, all expenditures from all funding sources are not included in the LCAP.

#### Section 3: Use of Supplemental and Concentration Grant Funds and Proportionality

Sections 3A and 3B have been updated to reflect the most recent funding provided by the Governor’s May Revise. The detailed Minimum Proportionality Percentage (MPP) formula is included.

Because SCUSD’s student population is more than 55% Free and Reduced Lunch, LCFF allows for Supplemental and Concentration Grant dollars to be used to support district-wide expenditures.

### VI. Major Initiatives:

Community meetings, stakeholder survey(s), and development of the LCAP and toolkit of communications materials for principals and PEVs; simultaneously working with budget team to receive and incorporate budget updates and Assessment, Research and Evaluation to receive updates on metrics to better evaluate the plan.

### VII. Results:

Staff recommends the SCUSD Board of Education adopt the 2015-16 Local Control and Accountability Plan.

## Board of Education Executive Summary

Local Control and Accountability Plan (LCAP) Public Hearing  
June 18, 2015

### VIII. Next Steps:

- Following SCUSD Board approval, the 2015-16 Local Control and Accountability Plan will be sent to Sacramento County Office of Education (SCOE) for approval within five days.
- Dependent charters' LCAPs will be received by the district and forwarded to SCOE by July 1.
- July - Amendments may be made to the plan within a 45-day window following the Governor's approval of a state budget as allowed by statute to allow for significant funding changes in the final state budget.
- June through August - Review process, structures and timelines associated with LCAP, specifically with regards to alignment to Single Plan for Student Achievement (SPSA) and budget calendar, reconciling expenditures both at district and site level, and engagement strategies for next year.

**Introduction:**

**LEA:** Sacramento City Unified School District **Contact:** José L. Banda, Superintendent, superintendent@scusd.edu, 916 643-7400 **LCAP Year:** 2015-2016

### ***Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

## **State Priorities**

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

### **A. Conditions of Learning:**

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

### **B. Pupil Outcomes:**

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

### **C. Engagement:**

**Parental involvement:** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

## Section 1: Stakeholder Engagement

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

### Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>The district provides stakeholders multiple opportunities to be consulted on the development of the LCAP.</p> <p><b>LCAP Advisory Committee</b>                      The LCAP Parent Advisory Committee was appointed by the Board of Education January 8. The board created the committee with specifications to include representatives from low income, English Learner, Foster Youth and special education communities. Statistically significant demographic groups were also represented.</p> <p>Meeting dates and topics/planned topics:</p> <ul style="list-style-type: none"> <li>• January 21 (introductions; norms; roles &amp; responsibilities)</li> <li>• January 28 (LCAP/LCFF Primer; Assessment Research &amp; Evaluations)</li> <li>• February 11 (Budget)</li> <li>• February 25 (Community Priorities Coalition presentation; identifying areas of need)</li> <li>• March 11 (Annual Update &amp; Review of Metrics)</li> <li>• March 25 (Annual Update &amp; Subcommittee Reports)</li> <li>• April 8 (Sacramento City Teachers Assn presentation)</li> <li>• April 22 (Review Draft LCAP; Community Guide; survey and outreach)</li> <li>• May 13 (Begin to draft comments)</li> <li>• May 27 (Finalize comments)</li> <li>• June 10 (Review final LCAP; Reflection &amp; Evaluation)</li> </ul>	<p>The model for the Parent Advisory Committee is different this year. They have been exposed to a great depth of information about the statute, district supports, and have been actively reviewing responses received from stakeholders through surveys and community meetings.</p> <p>The LCAP Advisory Committee asked for a Saturday planning meeting (February 21) to provide a longer work session to study the SCUSD LCAP, brainstorm identification of areas of need. By majority vote, the committee identified four themes to study in order to provide informed feedback on the LCAP: School Climate, Counselors, After-School Programs, and ensuring that all significant subgroups, both those identified in the focus of the LCAP and others, were supported in the plan.</p> <p>Prior to the issuance of the draft LCAP, the Advisory Committee wrote a letter to the Superintendent and the Board stating their objectives. Their final comments to the Superintendent highlighted the need to:</p> <ul style="list-style-type: none"> <li>• increase clarity and transparency in the LCAP with a higher level of demographic detail in metrics;</li> <li>• provide more specificity when referring to staffing;</li> <li>• shift some of the district-wide supplemental/concentration grant funding for base funding.</li> </ul>
<p><b>LCAP Survey # 1 - Online and at School sites</b>                      In December, school sites were provided with a toolkit to facilitate discussion of LCAP goals, which would inform the creation of the site Single Plan for Student Achievement (SPSA) and staffing levels for the 2015-2016 school year. The survey was designed to reconnect with community stakeholders by asking for direct feedback on the LCAP goals, through open-ended response options. Each school was encouraged to ask parents to take the LCAP Survey as a method of informing their School Site Council of stakeholder priorities. The survey only reached a small number of district participants, but widely confirmed that the district is on the right track with our stated goals.</p>	<p>Survey results highlighted agreement with the goals as noted below:</p> <ul style="list-style-type: none"> <li>• Goal 1 (College and Career Ready Students ) 75% Agree/Mostly Agree</li> <li>• Goal 2 (Safe, Clean, Healthy Schools) over 80% Agree/Mostly Agree</li> <li>• Goal 3 (Family and Community Engagement) over 80% Agree/Mostly Agree</li> </ul> <p>Open-ended responses to the survey were included to inform the draft plan.</p>

**Community Meetings**

As a practice, stakeholders are invited to all events by multiple methods: email, autodial phone reminders, flyers, web, media, and social media. Staff personally invited parents, Parent Leadership Pathway participants, district advisory committees, as well as other community partners and groups. Translation and childcare are provided.

**February 17 Community Meeting**

This meeting included an overview of the impact of last year’s engagement in the creation of the LCAP, and a recap of the outreach. In small groups, including one group facilitated in Spanish, and one group in Hmong, and one of students, staff shared the existing goals and the actions that support each goal.

**March 26 Community Meeting**

At the March meeting, Chief Business Officer Gerardo Castillo shared a Budget presentation with a recap of the prior year, and updated projections for 2015-2016, including challenges that the district faces with increased utilities, retirement, and health care costs. The Annual Update metrics were shared with small groups as part of the facilitated discussion.

**May 14 Community Meeting**

The draft LCAP (published in English, Spanish and Hmong) was shared in an "open house" format, with bilingual staff available to discuss the programs supported under each of the three district goals, and answer questions. Laptop computers were available for participants to take the online survey that night. Paper surveys were also available.

**February 17 Community Meeting:**

Facilitators recorded responses for each goal on what is working at their school sites, and what could be expanded or added to support student success. For each goal, a gradient voting method was used so that each person could indicate their approval of each goal from Agree Completely to Disagree.

The gradient voting results showed this level of agreement with the goals:

- Goal 1 (College and Career Ready Students ) 70% Agree/Mostly Agree
- Goal 2 (Safe, Clean, Healthy Schools) 81% Agree/Mostly Agree
- Goal 3 (Family and Community Engagement) 82% Agree/Mostly Agree

**March 26 Community Meeting**

Following Mr. Castillo’s presentation, the participants broke up into groups for discussions around the prompt, “Should additional discretionary funds become available, what programs or services would you like to see expanded or added?” District staff framed the conversation around the existing goals of the LCAP.

Responses from both community meetings were recorded and the input used to inform the draft plan.

**May 14 Community Meeting**

The attendees were able to have an in-depth conversation with district staff and members of the LCAP Parent Advisory Committee, The meeting room was set in "stations" depicting Stakeholder Engagement, Goals 1, 2, and 3. Other tables held laptop computers so that attendees could take the LCAP draft survey, and copies of the full document as well as the translated "Community Guide to the LCAP."

**District English Learners Advisory Committee (DELAC)**

Meeting Dates:

- February 13 - Impact of Engagement on LCAP; Goals, Activities and Services
- March 13 - Annual Update
- April 27 (subcommittee to draft comments)
- May 14 - LCAP Draft and Survey presentation
- May 18 (subcommittee to finalize comments)
- June 3 - Final report on LCAP

DELAC members were presented with the gradient method to vote on LCAP goals in February:

- Goal 1 (College and Career Ready Students ) 79% Agree/Mostly Agree
- Goal 2 (Safe, Clean, Healthy Schools) 88% Agree/Mostly Agree
- Goal 3 (Family and Community Engagement) over 94% Agree/Mostly Agree

The Annual Update was shared in March. Charted responses from the DELAC committee were used to inform the draft plan.

The DELAC subcommittee on LCAP was self-selected to compose comments for the superintendent on the draft. The subcommittee was comprised of parents, community members, a principal and a district administrator.

Their comments highlighted concerns for student support in several areas:

- High-quality ELD instruction time and professional learning for teachers
- Academic supports for EL students
- Elementary arts instruction
- Translation and interpretation services
- Additional counselors, nurses, custodians, bilingual instructional assistants
- Increased parent engagement opportunities

**Student Advisory Council (SAC)**

Staff attended and presented information for the district's Student Advisory Council. Students outside of the SAC were surveyed in 7th period classes in partnership with expanded learning providers.

The Student Advisory Council is comprised of representatives from all 13 high schools. They provided feedback on the goals at the community meeting and also the engagement process. The student trustee to the Board of Education also attended one LCAP Parent Advisory Committee meeting.

Meeting Dates:

- February 10 - Introduction to LCAP
- February 17 - Participated in Community Meeting
- March 12 - Provided feedback on student engagement
- April 28 - Presentation of the draft, Community Guide/Annual Update and survey
- May 4 - Additional information on the LCAP survey

The SAC strongly expressed their desire to impact these areas of the LCAP:

- Course access, Student Engagement: Interest in more culturally relevant curriculum - particularly adding Ethnic Studies to the high school curriculum as a graduation requirement.
- Student Achievement, Other student outcomes: More resources in expanded learning around technology including more supports for students exploring college and career.
- School Climate and Student Engagement, including increased staff training.

**Collective Bargaining Groups / District Staff**

Staff presented information to the district's bargaining partners throughout the year. The district's website has a permanent link to LCAP Resources on the home page, and frequent articles in the "e-Connection" and staff newsletter advised of progress.

December/January - Participation in Survey # 1  
February 10 - Notification of Community Meeting

Presentation of Annual Update, LCAP draft and Survey #2 for feedback

- Sacramento City Teachers Association (SCTA) - May 11
- United Professional Educators - May 5, May 19
- Classified Supervisors Association - May 14
- Service Employees International Union - May 6
- Teamsters - May 21

**Community Planning Process and LCAP Survey # 2**

To gather input on the LCAP draft, the district again relied on the Community Planning Process (CPP), a grass-roots model utilized to gather authentic input and feedback on important topics such as the LCAP. It relies on key community-organizing strategies: empowering community members as Public Education Volunteers (PEVs) to engage with their personal and professional networks to share information and gather input. The PEVs who were part of the process last year were invited to help again by personal invitation. Other stakeholder groups such as the LCAP Advisory Committee, DELAC, CAC and PTA were invited to training as well.

Training Dates at the District Office:

- April 24
- April 29
- May 1

An additional PEV training was offered for 15 staff members at La Familia Counseling Center.

All divisions of staff, particularly certificated, were strongly represented in the survey process, advocating for class size reduction and increases in FTEs for nurses, custodians and counselors.

Members of SCTA and Teamsters provided informational presentations to the LCAP Advisory Committee.

The Community Planning Process information-gathering through Survey # 2 was during April and May, 2015. To date, more than 1,900 respondents completed the second LCAP survey.

Survey results to date include these priorities, the majority of which have been expanded and enhanced in this year's LCAP:

Goal 1 - College and Career Ready Students

- Class size reduction, before- and after-school opportunities, Common Core-aligned teacher training, academic counselors

Goal 2 - Safe, Clean and Healthy Schools

- Nurses, psychologists, social workers, programs to improve climate and culture

Goal 3 - Family and Community Engagement

- Parent outreach and training, translation services

The survey included a rating of stakeholder interest in the LCAP. A full report of the survey results will be available on the district's web site: [www.scusd.edu/LCAP](http://www.scusd.edu/LCAP).

**School Site Engagement**

Authentic community engagement cannot just happen at the Central Office or at district-level settings. Parents, staff, students and community members have expressed a comfort level in holding meetings at the school-site level as well.

Staff produced a Community Guide that captures the key sections of the LCAP: Goals, Actions, Services and Expenditures and the Annual Update metrics.

Paired with the survey, the Community Guide provides an overview of LCFF and LCAP, the state-required metrics used to measure progress in our Annual Update, and the stated goals, activities, services and expenditures that are part of the plan. The survey asks stakeholders for their understanding of the plan; whether they believe our plan supports positive student outcomes in our district, and gives an opportunity to comment on the document while in draft form.

To ensure that the LCAP draft and survey was shared at every school site, SCUSD principals were provided a toolkit of communication materials for facilitating staff and parent meetings at their respective sites. Weekly updates and reminders were provided through the Principals [online] Bulletin Board.

Staff targeted outreach to school sites that were statistically under-represented in the first survey of this year. Principals engaged with parents and staff at standing School Site Council meetings, PTA meetings, English Learner Advisory Council (ELAC) meetings, Collaborative Planning Time (CPT) and staff meetings. At many sites, district staff or PEVs attended the meetings to help facilitate the discussion.

Several members of the LCAP Advisory Committee, and the Family and Community Engagement staff were driving forces in reaching out to school sites.

Staff verified that 100% of schools held at least one meeting at which LCAP was discussed. Those in attendance at meetings included administration, certificated and classified staff, parents, community partners, and community members.

**Public Hearing:**

June 4, 2015

**LCAP Adoption by Governing Board:**

June 18, 2015

**Annual Update:**

The Annual Update was shared with the stakeholder groups listed below. A comparison of expected vs. actual districtwide actions and expenditures were presented, as well as the metrics for each of the three SCUSD goals that were available.

- LCAP Advisory Committee March 11 and 25
- DELAC March 18
- Community Meeting March 25
- SCUSD Executive Cabinet April 6
- Youth Engagement Services and Foster Youth Services April 6
- Board of Education April 23
- Student Advisory Council April 28
- Service Employees International Union - May 6
- Sacramento City Teachers Association (SCTA) - May 11
- United Professional Educators - May 5, May 19
- Classified Supervisors Association - May 14
- Teamsters - May 21

The 2015-16 LCAP was opened for public hearing at a regularly-scheduled board meeting, at which the 2015-16 budget was also presented for public hearing.

The superintendent responded to questions from the LCAP Parent Advisory Committee and District English Learners Advisory Committee. The response is posted on the district website ([www.scusd.edu/LCAP](http://www.scusd.edu/LCAP)).

Trustees of the SCUSD Board of Education adopted the LCAP on June 18, 2015 at a regularly-scheduled board meeting.

**Annual Update:**

Stakeholder involvement around the metrics and expenditures in the Annual Update impacted the draft in several ways:

There was strong feedback from stakeholders to make the LCAP a “data rich” document. They called for more specificity when describing staffing levels, and more detail around services provided. The final draft LCAP reflects that feedback.

Stakeholders called into question some of the targets named as Expected Annual Measurable Outcomes for not being aggressive enough. Adjustments were made to some of the metrics in response.

Feedback from stakeholders resulted in listing which school sites used direct allocations of supplemental/concentration funds.

Because some metrics were not available mid-year, for the next fiscal year, staff will create a schedule for the Annual Update work plan that ensures alignment with the work plan of the departments that help to provide data, report expenditures and actions.

## Section 2: Goals, Actions, Expenditures, and Progress Indicators

### Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Action/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?

<p>GOAL 1: Increase the percent of students who are on-track to graduate college and career ready.</p>		<p>Related State and/or Local Priorities:          1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 _ 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>          COE only: 9 _ 10 _          Local : Specify <u>SCUSD Strategic Plan Pillar I; GTS</u></p>
<p>Identified Need :</p>	<p>In order to increase the percent of students who are on track to graduate college and career ready, there is a need to:</p> <ul style="list-style-type: none"> <li>• Increase high school graduation rate (Cohort rate)</li> <li>• Increase academic proficiency in ELA and Mathematics (CAASPP; API)</li> <li>• Implement Common Core State Standards (CCSS)</li> <li>• Implement English Language Development (ELD) Standards</li> <li>• Implement Next Generation Science Standards</li> <li>• Provide sufficient textbooks</li> <li>• Provide course access</li> <li>• Increase percent of students who demonstrate college and career readiness</li> <li>• Increase participation in Gifted and Talented Education (GATE)</li> <li>• Increase a-g completion rate</li> <li>• Increase percent of students scoring 3 or better on Advance Placement (AP) exams</li> <li>• Increase percent of students enrolled in Linked Learning Pathways and <b>Smaller Learning Communities (SLC)</b></li> <li>• Meet State / Federal AMAO targets</li> <li>• Increase reclassification rate</li> <li>• Decrease teacher mis-assignment rate</li> </ul>	
<p>Goal Applies to:</p>	<p>Schools: All</p> <p>Applicable Pupil Subgroups:</p>	<p>All</p>

LCAP Year 1: 2015-16

Expected Annual Measurable Outcomes:

Increase Cohort graduation rate by .65% each year until 90% or greater rates are achieved.  
 - ALL from 85%  
 - EL from 77.2%  
 - Low Income from 82.9%

Math and ELA proficiency goals for the 2015-16 school year will be set upon receipt of the 2014-15 baseline data expected in 7/2015  
 API Growth targets frozen at 2013 levels (770 for all, 731 for Low Income, 709 for ELs).

Increase total trained in Common Core Professional Learning:  
 Leadership: from 103 to 110  
 Teachers: from 869 to 966  
 Parents: from 310 to 410  
 Support Staff: from 258 to 272

Continue professional learning with the ELD Trailblazers Cohorts 1 and 2 (17 school-based teams) Begin Cohort 3 with six more schools. Begin secondary cohort of ELD Trailblazers concentrated on literacy, using Common Core State Standards for literacy and ELD standards.

Begin implementation of Next Generation Science Standards in grades K-12 with 75 teachers (one teacher per school).

Establish baseline for professional learning in Visual and Performing Arts at 100 teachers, provided focused arts integration training through ELA implementation.

Maintain textbook sufficiency as per SCOE 2014-15 Williams Inspection. Results: 27 schools inspected; no textbook insufficiency.

Maintain course access at 100%.

Increase percent of students who demonstrate college and career readiness. Establish baseline with 2014-15 11th Grade SBAC test scores (formerly EAP) upon receipt of scores in 7/2015.

Increase participation in GATE  
 Elementary: from 11% to 14%  
 Middle: from 34% to 35%

Increase a-g completion rate from 44.6% to 46%.

Increase percent of students scoring 3 or above on AP exams from 59.8% to 61.8%.

Increase the percent of students enrolled in 9th - 12th grade Linked Learning Pathways and Smaller Learning Communities from 35% to 40% (by 5% a year until threshold of 60% is achieved).

Increase our rate of meeting Federal AMAO Targets:  
 AMAO # 1: from 53.1% to 55%  
 AMAO # 2: Cohort 1 from 16.8% to 19%, Cohort 2 from 44.3% to 46%  
 AMAO # 3: Graduation rate from 77.2% to 78%, ELA % Proficient from 33.7 to 35%, Math % Proficient from 49.8 to 50%.

Increase reclassification rate from 11% to 12%.

Decrease teacher mis-assignment rate from 1% to less than 1%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 1.1: Provide standards-aligned curriculum, assessments and high quality instruction to prepare students to graduate college and career ready.</p> <p>Services: 1.1 A A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing Career and College Ready students.</p> <p>Decrease class size by 3 students in grades K-3 districtwide. Where facilities issues limit full implementation this year, the district will look at other options to achieve the reduction including, but not limited to, additional personnel.</p>	District wide	<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                      (Specify)</p>	<p>Classroom teachers; classified staff; basic facilities costs; instructional supplies 1000-4000 Base 261,800,000</p> <hr/> <p>Class size reduction 1000-3000 Suppl/Con 7,046,000</p>
<p>1.1 B-1 Offer on-going professional learning including on-site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS and other California State Standards, including the ELD standards, especially to low income, English learners (EL), foster youth, and students with disabilities.</p>	District wide	<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                      (Specify)  <u>Students with disabilities</u></p>	<p>Professional Learning for Common Core State Standards (CCSS) for teachers, principals and instructional assistants. 1000-4000 One time California CCSS Funding 2,400,000</p> <hr/> <p>Training specialists: Addition of two science training specialists and funding for ELD training specialists. 1000-3000 Title I 2,200,000 1000-3000 Title III 634,726 1000-3000 Suppl/Con 240,000</p> <hr/> <p>Multilingual Literacy Districtwide Support 1000-4000 Suppl/Con 100,000</p>

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>1.1 B-2 Offer on-going professional learning including on-site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS and other California State Standards, including the ELD standards, especially to low income, English learners (EL), foster youth, and students with disabilities.</p>	<p>School wide:  <b>Albert Einstein</b>  <b>Caleb Greenwood</b>  <b>Camellia</b>  <b>Caroline Wenzel</b>  <b>Cesar Chavez</b>  <b>David Lubin</b>  <b>Didion</b>  <b>Earl Warren</b>  <b>Elder Creek</b>  <b>Ethel I Baker</b>  <b>Ethel Phillips</b>  <b>Fern Bacon</b>  <b>Fr. Keith B Kenny</b>  <b>Golden Empire</b>  <b>Hubert Bancroft</b>  <b>John Bidwell</b>  <b>John Sloat</b>  <b>John Still</b>  <b>Leataata Floyd</b>  <b>Mark Twain</b>  <b>Martin Luther King</b>  <b>Nicholas</b>  <b>O W Erlewine</b>  <b>Pacific</b>  <b>Peter Burnett</b>  <b>Phoebe Hearst</b>  <b>Pony Express</b>  <b>Rosa Parks</b>  <b>Sam Brannan</b>  <b>Sequoia</b>  <b>Sutter</b>  <b>Sutterville</b>  <b>Theodore Judah</b>  <b>West Campus</b>  <b>Will C Wood</b>  <b>William Land</b>  <b>Woodbine</b></p>	<p><u>_ All</u>  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated  fluent English  proficient  <input checked="" type="checkbox"/> Other Subgroups:  (Specify)  <u>Students with</u>  <u>disabilities</u></p>	<p>Training Specialists / Site Instructional Coordinators at school sites  1000-3000 Sup 07 F/R 686,509  1000-3000 Sup 09 EL 172,940</p> <hr/> <p>Professional Learning (Extra Duty) for Teachers  1000-3000 Sup 07 F/R 142,775  1000-3000 Sup 09 EL 8,583</p> <hr/> <p>Contracts  5000-5999: Services and Other Operating Expenditures  Sup 07 F/R 45,026  Sup 09 EL 27,176</p> <hr/> <p>Conferences  5000-5999: Services And Other Operating Expenditures  Sup 07 F/R 9,322  Sup 09 EL 7,000</p>

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>1.1 C Provide CCSS-aligned instructional materials with embedded assessments to ensure a quality CCSS implementation.</p>	<p>School wide  Alice Birney  AM Winn  Caleb Greenwood  Camellia  Cap City  Cesar Chavez  Crocker/Riverside  David Lubin  Didion  Edward Kemble  Einstein  Elder Creek  Ethel I Baker  Fern Bacon  Hollywood Park  Isador Cohen  John Bidwell  Edward Kemble  Mark Twain  Matsuyama  Martin Luther King  Oak Ridge  OW Erlewine  Phoebe Hearst  Pony Express  Rosa Parks  Rosemont  Sam Brannan  Sutter  Suterville  Tahoe  Theodore Judah  West Campus  Will C Wood</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated  fluent English  proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>Supplemental instructional materials, textbooks, books, production services  4000-4999: Books And Supplies Sup 07 F/R 374,429  4000-4999: Books And Supplies Sup 09 EL 65,246</p>

<p>1.1 D Implement a robust early literacy program at pre-K and elementary grades to construct a strong foundation on which to build deep content knowledge via curricular resources, assessments, intervention teachers, and supplemental materials.</p>	<p>District wide, pre-K - 3</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Early literacy programs are provided in each elementary school in the district in Kindergarten through 3rd grade. Early literacy begins in preschool programs at schools that have Head Start and State Preschool funding. 1000-4000 Other 14,500,000</p> <hr/> <p>Supplemental staffing and materials to support early literacy in preschool 1000-4000 Suppl/Con 1,500,000</p> <hr/> <p>Parent Participation preschool 1000-4000 Suppl/Con 230,000</p>
<p>1.1 E Provide Early Kindergarten experiences to enhance school readiness and achievement over time.</p>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Early Kinder / Transitional Kindergarten taught by a credentialed teacher with a developmentally appropriate curriculum. Addition of one more site.</p> <p>1000-4000 Suppl/Con 1,260,000</p>
<p>1.1 F Provide professional learning of "communities of practice," and job-embedded coaching to increase access to a-g courses, career technical education courses, and work-based learning experiences in order to expand the Linked Learning initiative. Linked Learning Pathways, Small Learning Communities and career technical education prepare students for post-secondary education and careers.</p>	<p>District wide, grades 9-12 and grades 7-8 at School of Engineering and Sciences</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Work-based learning and career technical education are provided at all high schools. Maintain Linked Learning State Initiative staff and materials. Increase to supplement expiring grant.</p> <p>1000-3000 Suppl/Con 2,294,000</p> <hr/> <p>1000-3000 Grant 896,000</p>
<p>1.1 G Provide academic and career counseling to support students.</p>	<p>District wide, school wide (middle and high school)</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient</p>	<p>Counselors Increase of five FTE, location TBD. 1000-3000 Suppl/Con 3,650,000</p>

<p>Provide targeted assistance to low-income, EL, foster students and students with disabilities in career/college readiness activities and guidance.</p> <p>Foster youth receive educational counseling from a Foster Youth Services Program Associate with the skills, time and training necessary to carry out the responsibilities of the Foster Youth Services Department.</p>	<p>Fern Bacon Kennedy Kit Carson Will C Wood McClatchy</p>	<p><input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Counselors funded by school sites 1000-3000 Sup 07 F/R 211,343 1000-3000 Sup 09 EL 48,162</p> <hr/> <p>College and Career Technician at school site 2000-3000 Sup 07 F/R 48,411</p> <hr/> <p>Additional Foster Youth Services Program Associate 2000-3000 Suppl/Con 88,000</p>
<p>1.1 H Provide specific professional learning opportunities to special education teachers on Common Core implementation. Implement specific teaching strategies to assist students with disabilities in accessing Common Core instruction (i.e. Universal Design for Learning).</p> <p>Identify and adopt curricular resources for students with Moderate to Severe disabilities so that they can access Common Core instruction.</p>	<p>District wide</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Professional Learning funds 1000-4000 Base 100,000</p> <hr/> <p>Special Education transfer from LCFF Base to Special Education 1000-4000 Base 44,900,000</p>
<p>Action 1.2: Provide a variety of learning supports including differentiated instruction and interventions for all students as needed.</p> <p>Services: 1.2 A: Maintain expanded learning opportunities such as before, during, and after-school interventions, enrichment programs and summer programs. Expanded learning services provide before, during and after school interventions, especially for low income and ELs.</p>	<p>District wide, school wide Capital City Didion Fern Bacon</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>After school programs are available at 61 sites. Before school programs available at 11 sites. 1000-4000 Grant 11,400,000</p> <hr/> <p>Contracts 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 55,000</p>

<p>1.2 B: Provide instructional assistants to help engage and support students while teachers facilitate small-group instruction.</p>	<p>District wide, school wide AM Winn Abraham Lincoln Albert Einstein Bret Harte Burbank California Camellia David Lubin Elder Creek Ethel I Baker Ethel Phillips Fr Keith B Kenny Golden Empire Hollywood Park Isador Cohen John Cabrillo John Sloat John Still Johnson Leonardo Da Vinci Mark Twain James Marshall Matsuyama Martin Luther King Nicholas Oak Ridge OW Erlewine Pacific Parkway Peter Burnett Pony Express Rosa Parks Susan B Anthony Sutterville Tahoe William Land Woodbine</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Maintain instructional assistants for special education classes to serve students with disabilities 2000-3000 Base 15,000,000</p> <hr/> <p>Instructional assistants at school sites 2000-3000 Sup 07 F/R 596,525</p> <hr/> <p>Bilingual instructional assistants at school sites 2000-3000 Sup 09 EL 569,587 2000-3000 Title III</p> <hr/> <p>Foster Youth Services Staff (refer to Action 1.1 G) 2000-3000 Suppl/Con</p> <hr/> <p>Temporary instructional assistants (per diem) 2000-3000 Sup 07 F/R 37,000 2000-3000 Sup 09 EL 33,297</p> <hr/> <p>Contracts (Reading Partners) 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 50,090</p>
<p>1.2 C: Funds are allocated for academic supports and remediation in order to decrease the adverse effects of school mobility on foster youth.</p>			

<p>1.2 D: Offer interventions and supports (academic and behavioral) to address the academic needs of low income, EL, foster and students with disabilities. School sites will monitor student progress and identify students in need of additional supports.</p>	<p>School wide Abraham Lincoln Albert Einstein AM Winn American Legion Alice Birney Bret Harte, Burbank California Caleb Greenwood Camellia Caroline Wenzel Cesar Chavez David Lubin Didion, Earl Warren Edward Kemble Elder Creek Ethel I Baker Ethel Phillips Fern Bacon Fr. Keith B Kenny Golden Empire Harkness Health Professions Hiram Johnson Hollywood Park Hubert Bancroft Isador Cohen John Bidwell John Cabrillo John Still Kennedy Kit Carson Leataata Floyd Leonardo DaVinci Mark Twain McClatchy Martin Luther</p>	<p><u>All</u> OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Resource teachers at school sites 1000-3000 Sup 07 F/R 743,848 1000-3000 Sup 09 EL 317,910</p> <hr/> <p>Resource teachers to provide additional support within classrooms 1000-3000 Sup 07 F/R 881,296 1000-3000 Sup 09 EL 156,943</p> <hr/> <p>Teacher Extra Pay (per diem) for Intervention 1000-3000 Sup 07 F/R 369,318 1000-3000 Sup 09 EL 96,039</p> <hr/> <p>Supplemental textbooks, books, materials, production services 4000-4999: Books And Supplies Sup 07 F/R 883,600 4000-4999: Books And Supplies Sup 09 EL 223,726</p>
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	<p>King          Nicholas          Oak Ridge          Pacific          Parkway          Peter Burnett          Phoebe Hearst          Pony Express          Rosa Parks          Rosemont          Sam Brannan          School of          Engineering          Sequoia          Susan B          Anthony          Sutterville          Sutter          Tahoe          Theodore Judah          West Campus          Will C Wood          William Land          Woodbine</p>		
<p>1.2 E:          Expand access to specialized programs such as GATE, AP, and IB (International Baccalaureate) by providing curricular resources and on-going professional learning.</p>	<p>District wide,          Caleb          Greenwood (IB)</p>	<p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:          (Specify)  <u>Gifted and Talented students</u></p>	<p>GATE Resource Teacher          1000-3000 Base 95,000</p> <hr/> <p>IB Site Instructional Coordinator and Resource Teachers          1000-3000 Suppl/Con 550,000</p> <hr/> <p>Specialized Program Professional Learning          5000-5999: Services And Other Operating Expenditures TBA</p> <hr/> <p>Conferences          5000-5999: Services And Other Operating Expenditures Sup          07 F/R 4,319</p>
<p>Action 1.3:          Develop an infrastructure for ongoing analysis of student performance and progress by providing teacher release time and collaborative learning time.</p>	<p>District wide,          school wide          Cesar Chavez          Crocker/Riverside          Earl Warren</p>	<p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth</p>	<p>Student progress is monitored through the District benchmark assessments and the Data Management system contract.          5000-5999: Services And Other Operating Expenditures          Base 130,000</p>

<p>Services: 1.3 A Provide collaboration time for teachers to analyze student work and monitor student progress. School sites will monitor progress and identify students who are in need of additional supports.</p> <p>Provide additional academic assessment data for ELs and reclassified students who have not made adequate progress.</p>	<p>Edward Kemble Ethel I Baker Hollywood Park John Bidwell Matsuyama Nicholas Oak Ridge Pacific Parkway Peter Burnett Tahoe</p>	<p>_ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Contracts for diagnostic / intervention programs such as iReady 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 48,176 Sup 09 EL 15,000</p> <hr/> <p>Management Information Technician 1000-4000 Title III 90,000</p> <hr/> <p>Teacher subs for Academic Conferences 1000-3000 Sup 07 F/R 62,654 1000-3000 Sup 09 EL 10,273</p> <hr/> <p>Supplemental Materials 4000-4999: Books And Supplies Sup 07 F/R 8,999 4000-4999: Books And Supplies Sup 09 EL 1,985</p>
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LCAP Year 2: 2016-17

Expected Annual Measurable Outcomes:

Increase Cohort graduation rate by .65% each year until 90% or greater rates are achieved.  
 - ALL from 85.65%  
 - EL from 77.85%  
 - Low Income from 83.55%

Math and ELA proficiency goals for the 2015-16 school year will be set upon receipt of the 2014-15 baseline data expected in 7/2015  
 API Growth targets frozen at 2013 levels (770 for all, 731 for Low Income, 709 for ELs).

Increase total trained in Common Core Professional Learning:  
 Leadership: Maintain at 110  
 Teachers: from 966 to 1066  
 Parents: from 410 to 510  
 Support Staff: from 272 to 283

ELD Trailblazers Professional Learning to continue with greater number of cohort schools and continuation of secondary cohort of ELD Trailblazers concentrated on literacy, using Common Core State Standards for literacy and ELD standards.

Continue implementation of Next Generation Science Standards in grades K-12. Increase number of teachers trained from 75 to 150.

Continue to expand professional learning in Visual and Performing Arts from 100 to 150 teachers provided focused arts integration training through ELA implementation.

Maintain textbook sufficiency as per Williams Inspection: for all schools inspected, no textbook insufficiency.

Maintain course access at 100%.

Increase percent of students who demonstrate college and career readiness. Establish baseline with 2014-15 11th Grade SBAC test scores (formerly EAP) upon receipt of scores in 7/2015.

Increase participation in GATE  
 Elementary: from 14% to 16%  
 Middle: from 35% to 36%

Increase a-g completion rate from 46% to 48%.

Increase percent of students scoring 3 or above on AP exams from 61.8% to 63.8%.

Increase the percent of students enrolled in 9th - 12th grade Linked Learning Pathways and Smaller Learning Communities from 40% to 45% (by 5% a year until threshold of 60% is achieved).

Meet Federal AMAO Targets:  
 AMAO # 1: from 55% to 57%  
 AMAO # 2: Cohort 1 from 19% to 21%, Cohort 2 from 46% to 48%  
 AMAO # 3: Graduation rate from 77.85% to 78.5%, ELA % Proficient from 35% to 37%, Math % Proficient from 50% to 51%.

Increase reclassification rate from 11 to 12%.

Maintain teacher mis-assignment rate at less than 1%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 1.1                      Provide standards-aligned curriculum, assessments and high quality instruction to prepare students to graduate college and career ready.</p> <p>Services:                      1.1 A                      A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing College and Career Ready students.</p> <p>Maintain class size reduction.</p>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All                      OR:                      Low Income pupils                      English Learners                      Foster Youth                      Redesignated fluent English proficient                      Other Subgroups:                      (Specify)</p>	<p>Classroom teachers; classified staff; basic facilities costs; instructional supplies</p> <hr/> <p>1000-4000 Base 261,800,000</p> <p>Maintain class size reduction                      1000-3000 Suppl/Con 7,046,000</p>
<p>1.1 B-1                      Offer on-going professional learning including on-site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS and other California State Standards, including the ELD Standards, especially to low income, English learners (EL), foster youth, and students with disabilities.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All                      OR:                      _ Low Income pupils                      _ English Learners                      _ Foster Youth                      Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups:                      (Specify)  <u>Students with disabilities</u></p>	<p>Professional Learning for Common Core State Standards (CCSS) for teachers, principals and instructional assistants. One time state CCSS funding.</p> <hr/> <p>1000-4000 TBA</p> <p>Maintain District Training Specialists</p> <hr/> <p>1000-3000 Title I 2,200,000                      1000-3000 Title III 634,726                      1000-3000 Suppl/Con 240,000</p> <hr/> <p>Maintain Multilingual Literacy Districtwide support                      1000-4000 Suppl/Con 100,000</p>

<p>1.1 B-2 Offer on-going professional learning including on-site collaboration, and job-embedded instructional coaching as a means to support the implementation of the CCSS, especially to low income, EL, foster youth and students with disabilities.</p>	<p>School wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Training Specialists / Site Instructional Coordinators at school sites 1000-3000 Sup 07 F/R 686,509 1000-3000 Sup 09 EL 172,940</p> <hr/> <p>Professional Learning (Extra Duty) for Teachers 1000-3000 Sup 07 F/R 142,775 1000-3000 Sup 09 EL 8,583</p> <hr/> <p>Contracts 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 45,026 Sup 09 EL 27,176</p> <hr/> <p>Teacher Subs for Professional Learning / Common Planning Time 1000-3000 Sup 07 F/R 106,007 1000-3000 Sup 09 EL 10,676</p> <hr/> <p>Conferences 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 9,322 Sup 09 EL 7,000</p>
<p>1.1 C Provide CCSS-aligned instructional materials with embedded assessments to ensure a quality CCSS implementation.</p>	<p>School wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Supplemental instructional materials, textbooks, books, production services 4000-4999: Books And Supplies Sup 07 F/R 374,429 4000-4999: Books And Supplies Sup 09 EL 65,246</p>
<p>1.1 D Implement a robust early literacy program at pre-K and elementary grades to construct a strong foundation on which to build deep content knowledge via curricular resources, assessments, intervention teachers, and supplemental materials.</p>	<p>District wide, pre-K - 3</p>	<p><input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent</p>	<p><b>Maintain</b> Early Literacy programs in each elementary school in the district in Kindergarten through 3rd grade. Early literacy begins in preschool programs at schools that have Head Start and State Preschool funding. 1000-4000 Other 14,500,000</p>

		English proficient Other Subgroups: (Specify)	Supplemental staff and materials to support early literacy in preschool. 4000-4999: Books And Supplies Suppl/Con 1,500,000  Maintain Parent Participation Preschool 1000-3000 Suppl/Con 230,000
1.1 E Provide Early Kindergarten experiences to enhance school readiness and achievement over time.	District wide	<input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	Maintain expanded Early Kinder / Transitional Kindergarten. 1000-4000 Suppl/Con 1,260,000
1.1 F Provide professional learning of "communities of practice," and job-embedded coaching to increase access to a-g courses, career technical education courses, and work-based learning experiences in order to expand the Linked Learning initiative. Linked Learning Pathways and career technical education prepare students for post-secondary education and careers.	District wide, grades 9-12 and grades 7-8 at School of Eng. & Sci.	<input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	Maintain Linked Learning State Initiative staff and materials. 1000-3000 Suppl/Con 2,294,000 1000-4000 Grant 896,000
1.1 G Provide academic and career counseling to support students.  Provide targeted assistance to low-income, EL, foster students and students with disabilities in career/college readiness activities and guidance.  Foster youth receive educational counseling from a Foster Youth Services Program Associate with the skills, time and training necessary to carry out the responsibilities of the Foster Youth Services Department.	District wide, school wide (middle and high school)	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u>	Maintain Counselors 1000-3000 Suppl/Con 3,650,000  Counselors funded by school sites 1000-3000 Sup 07 F/R 211,343 1000-3000 Sup 09 EL 48,162  College and Career Technician 2000-3000 Sup 07 F/R 48,411  Maintain Youth Services Program Associate 2000-3000 Suppl/Con 88,000

<p>1.1 H Provide specific professional learning opportunities to special education teachers on Common Core implementation. Implement specific teaching strategies to assist students with disabilities in accessing Common Core instruction (i.e. Universal Design for Learning).</p> <p>Identify and adopt curricular resources for students with Moderate to Severe disabilities so that they can access Common Core instruction.</p>	<p>District wide</p>	<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify)</p> <p><u>Students with disabilities</u></p>	<p>Professional Learning funds 1000-3000 Base 100,000</p> <hr/> <p>Special Education transfer from LCFF Base to Special Education 1000-4000 Base 44,900,000</p>
<p>Action 1.2: Provide a variety of learning supports including differentiated instruction and interventions for all students as needed.</p> <p>1.2 A Increase expanded learning opportunities such as before, during, and after-school interventions, enrichment programs and summer programs.</p> <p>Expanded learning services provide before, during and after school interventions, especially for low income and ELs.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>After school programs are available at 61 sites. Before school programs available at 11 sites. 1000-4000 Grant 11,400,000</p> <hr/> <p>Contracts 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 55,000</p>
<p>1.2 B Provide instructional assistants to help engage and support students while teachers facilitate small-group instruction.</p> <p>1.2 C Funds are allocated for academic supports and remediation in order to decrease the adverse effects of school mobility on foster youth.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Maintain instructional assistants for special education classes to serve students with disabilities. 2000-3000 Base 15,000,000</p> <hr/> <p>Instructional assistants at school sites 2000-3000 Sup 07 F/R 596,525</p> <hr/> <p>Bilingual instructional assistants at school sites 2000-3000 Sup 09 EL 569,587</p> <hr/> <p>Maintain Foster Youth Services staff (refer to Action 1.1G) 2000-3000 Suppl/Con</p> <hr/> <p>Temporary Instructional Assistants (per diem) 2000-3000 Sup 07 F/R 37,000 2000-3000 Sup 09 EL 33,297</p>

			Contract for service: Reading Partners 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 50,090
1.2 D Offer interventions and supports (academic and behavioral) to address the academic needs of low income, EL, foster and students with disabilities. School sites will monitor student progress and identify students in need of additional support.	School wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u>	Resource teachers at school sites 1000-3000 Sup 07 F/R 743,848 1000-3000 Sup 09 EL 317,910 <hr/> Resource teachers to provide additional support within classrooms 1000-3000 Sup 07 F/R 881,296 1000-3000 Sup 09 EL 156,943 <hr/> Teacher Extra Pay (per diem) for Intervention 1000-3000 Sup 07 F/R 369,318 1000-3000 Sup 09 EL 96.039 <hr/> Supplemental textbooks, books, materials, production services 4000-4999: Books And Supplies Sup 07 F/R 883,600 4000-4999: Books And Supplies Sup 09 EL 223,726
1.2 E Expand access to specialized programs such as GATE, AP, and IB (International Baccalaureate) by providing curricular resources and on-going professional learning.	District wide, school wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	GATE Resource Teacher 1000-3000 Base 95,000 <hr/> IB Site Instructional Coordinator and Resource Teachers 1000-3000 Suppl/Con 550,000 <hr/> Specialized Program Professional Learning 5000-5999: Services And Other Operating Expenditures Sup 07 F/R TBA <hr/> Conferences 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 4,319
Action 1.3: Develop an infrastructure for ongoing analysis of student performance and progress by providing teacher release time and collaborative learning time.	District wide, school wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	Student progress is monitored through the district Benchmark assessments and the Data Management system contract. 5000-5999: Services And Other Operating Expenditures Base 130,000

<p>Services: 1.3 A Provide collaboration time for teachers to analyze student work and monitor student progress. School sites will monitor progress and identify students who are in need of additional supports.</p> <p>Provide additional academic assessment data for ELs and reclassified students who have not made adequate progress.</p>		<p>English proficient _ Other Subgroups: (Specify)</p>	<p>Contracts for diagnostic / intervention programs such as iReady 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 48,176 Sup 09 EL 15,000</p> <hr/> <p>Management Information Technician 1000-4000 Title III 90,000</p> <hr/> <p>Teacher subs for Academic Conferences 1000-3000 Sup 07 F/R 62,654 1000-3000 Sup 09 EL 10,273</p> <hr/> <p>Supplemental materials 4000-4999: Books And Supplies Sup 07 F/R 8,999 4000-4999: Books And Supplies Sup 09 EL 1,985</p>
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LCAP Year 3: 2017 - 2018

Expected Annual Measurable Outcomes:

Increase Cohort graduation rate from 86.3% by .65% each year until 90% or greater rates are achieved.

Math and ELA proficiency goals for the 2015-16 school year will be set upon receipt of the 2014-15 baseline data expected in 7/2015  
 API Growth targets frozen at 2013 levels (770 for all, 731 for Low Income, 709 for ELs).

Increase total trained in Common Core Professional Learning:  
 Leadership: maintain at 103  
 Teachers: from 1066 to 1166  
 Parents: from 510 to 610  
 Support Staff: from 283 to 295

ELD Trailblazers Professional Learning to continue with greater number of cohort schools and continuation of secondary cohort of ELD Trailblazers concentrated on literacy, using Common Core State Standards for literacy and ELD standards.

Continue implementation of Next Generation Science Standards in grades K-12. Increase number of teachers trained from 150 to 200.

Continue to expand professional learning in Visual and Performing Arts from 150 to 200 teachers, by providing focused arts integration training through ELA implementation.

Maintain textbook sufficiency.

Maintain course access at 100%.

Increase percent of students who demonstrate college and career readiness. Establish baseline with 2014-15 11th Grade SBAC test scores (formerly EAP). To be determined.

Increase participation in GATE  
 Elementary: from 16% to 18%  
 Middle: from 36% to 37%

Increase a-g completion rate from 48% to 50%.

Increase percent of students scoring 3 or above on AP exams from 63.8% to 65.8%.

Increase the percent of students enrolled in 9th - 12th grade Linked Learning Pathways / Career Academy from 45% to 50% (by 5% a year until threshold of 60% is reached).

Increase our rate of meeting Federal AMAO Targets:  
 AMAO # 1: 59%  
 AMAO # 2: Cohort 1 23%, Cohort 2 50%  
 AMAO # 3: Graduation rate from 78.5% to 79.15%, ELA % Proficient from 37% to 39%, Math % Proficient from 51% to 52%.

Increase reclassification rate from 12% to 13%. Maintain teacher mis-assignment rate at less than 1%			
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 1.1: Provide standards-aligned curriculum, assessments and high quality instruction to prepare students to graduate college and career ready.</p> <p>Services: 1.1 A A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing Career and College Ready students.</p> <p>Class size reduction by 3 students in K-3.</p>	District wide	<input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	Classroom teachers; classified staff; basic facilities costs; instructional supplies  1000-4000 Base 261,800,000 Maintain Class size reduction  1000-3000 Suppl/Con 7,046,000
<p>1.1 B-1 Offer on-going professional learning including on-site collaboration, and job-embedded instructional coaching as a means to support the implementation of the CCSS and other state standards, including the ELD standards, especially to low income, EL, foster youth and students with disabilities.</p>	District wide, school wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Students with disabilities	Professional Learning for Common Core State Standards (CCSS) for teachers, principals and instructional assistants.  1000-4000 TBA  Maintain Training specialists 1000-3000 Title I 2,000,000 1000-3000 Title III 634,726 1000-3000 Suppl/Con 240,000  Maintain Multilingual Literacy Districtwide Support 1000-4000 Suppl/Con 100,000
<p>1.1 B-2 Offer on-going professional learning including on-site collaboration, and job-embedded instructional coaching as a means to support the implementation of the CCSS and other state standards, including the ELD standards, especially to low income, EL, foster youth and students with disabilities.</p>	School wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Students with disabilities	Training Specialists / Site Instructional Coordinators at school sites 1000-3000 Sup 07 F/R 686,509 1000-3000 Sup 09 EL 172,940  Professional Learning (extra duty) for Teachers 1000-3000 Sup 07 F/R 142,775 1000-3000 Sup 09 EL 8,583

			<p>Contracts 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 45,026 Sup 09 EL 27,176</p> <hr/> <p>Teacher Subs for Professional Learning / Common Planning Time 1000-3000 Sup 07 F/R 106,007 1000-3000 Sup 09 EL 10,676</p> <hr/> <p>Conferences 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 9,322 Sup 09 EL 7,000</p>
<p>1.1 C Provide CCSS-aligned instructional materials with embedded assessments to ensure a quality CCSS implementation.</p>	<p>School wide</p>	<p><u>  </u> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners Foster Youth Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Supplemental instructional materials, textbooks, books, production services 4000-4999: Books And Supplies Sup 07 F/R 374,429 4000-4999: Books And Supplies Sup 09 EL 65,246</p>
<p>1.1 D Implement a robust early literacy program at pre-K and elementary grades to construct a strong foundation on which to build deep content knowledge via curricular resources, assessments, intervention teachers, and supplemental materials.</p>	<p>District wide, pre-K - 3</p>	<p><input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Early literacy programs are provided in each elementary school in the district in Kindergarten through 3rd grade. Early literacy begins in preschool programs at schools that have Head Start and State Preschool funding. 1000-4000 Other 10,000,000</p> <hr/> <p>Supplemental staff and materials to support early literacy at preschool.  1000-4000 Suppl/Con 1,500,000</p> <hr/> <p>Maintain Parent Participation Preschool 1000-4000 Suppl/Con 230,000</p>

<p>1.1 E Provide Early Kindergarten experiences to enhance school readiness and achievement over time.</p>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Maintain expanded Early Kinder / Transitional Kindergarten. 1000-4000 Suppl/Con <b>1,260,000</b></p>
<p>1.1 F Provide professional learning of "communities of practice," and job-embedded coaching to increase access to a-g courses, career technical education courses, and work-based learning experiences in order to expand the Linked Learning initiative. Linked Learning Pathways and career technical education prepare students for post-secondary education and careers.</p>	<p>District wide, grades 7-12</p>	<p><input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Work-based learning and career technical education are provided at all high schools. Maintain Linked Learning State Initiative staff and materials.  1000-3000 Suppl/Con <b>2,294,000</b> 1000-4000 Grant 896,000</p>
<p>1.1 G Provide academic and career counseling to support students.  Provide targeted assistance to low-income, EL, foster students and students with disabilities in career/college readiness activities and guidance.  Foster youth receive educational counseling from a Foster Youth Services Program Associate with the skills, time and training necessary to carry out the responsibilities of the Foster Youth Services Department.</p>	<p>District wide, school wide (middle and high school)</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Maintain Counselors 1000-3000 Suppl/Con <b>3,650,000</b></p> <hr/> <p>Counselors funded by school sites 1000-3000 Sup 07 F/R 211,343 1000-3000 Sup 09 EL 48,162</p> <hr/> <p>College and Career Technician 2000-3000 Sup 07 F/R 48,411</p> <hr/> <p>Additional <b>Foster</b> Youth Services Program Associate 2000-3000 Suppl/Con 88,000</p>

<p>1.1 H Provide specific professional learning opportunities to special education teachers on Common Core implementation. Implement specific teaching strategies to assist students with disabilities in accessing Common Core instruction (i.e. Universal Design for Learning).</p> <p>Identify and adopt curricular resources for students with Moderate to Severe disabilities so that they can access Common Core instruction.</p>	<p>District wide</p>	<p>All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Professional Learning funds 1000-3000 Base 100,000</p> <hr/> <p>Special Education transfer from LCFF Base to Special Education 1000-4000 Base 44,900,000</p>
<p>Action 1.2: Provide a variety of learning supports including differentiated instruction and interventions for all students as needed.</p> <p>Services: 1.2 A Increase expanded learning opportunities such as before, during, and after-school interventions, enrichment programs and summer programs.</p> <p>Expanded learning services provide before, during and after school interventions, especially for low income and ELs.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>After school programs are available at 61 sites. Before school programs available at 11 sites. 5000-5999: Services And Other Operating Expenditures Grant 11,400,000</p> <hr/> <p>Contracts 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 55,000 Sup 09 EL 50,090</p>
<p>1.2 B Provide instructional assistants to help engage and support students while teachers facilitate small-group instruction.</p> <p>1.2 C Funds are allocated for academic supports and remediation in order to decrease the adverse effects of school mobility on foster youth.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Maintain instructional assistants for special education classes to serve students with disabilities 2000-3000 Base 15,000,000</p> <hr/> <p>Instructional assistants at school sites 2000-3000 Sup 07 F/R 596,525</p> <hr/> <p>Bilingual Instructional assistants at school sites 2000-3000 Sup 09 EL 569,587</p> <hr/> <p>Maintain Foster Youth Services staff (refer to Action 1.1G) 2000-3000 Suppl/Con</p>

			<p>Temporary instructional assistants (per diem) 2000-3000 Sup 07 F/R 37,000 2000-3000 Sup 09 EL 33,297</p> <hr/> <p>Contracts (Reading Partners) 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 50,090</p>
<p>1.2 D Offer interventions and supports (academic and behavioral) to address the academic needs of low income, EL, foster and students with disabilities. School sites will monitor student progress and identify students in need of additional supports.</p>	<p>School wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	<p>Resource teachers at school sites 1000-3000 Sup 07 F/R 743,848 1000-3000 Sup 09 EL 317,910</p> <hr/> <p>Resource teachers to provide additional support within classrooms 1000-3000 Sup 07 F/R 881,296 1000-3000 Sup 09 EL 156,943</p> <hr/> <p>Teacher extra pay (per diem) for Intervention 1000-3000 Sup 07 F/R 369,318 1000-3000 Sup 09 EL 96,039</p> <hr/> <p>Supplemental textbooks, books, materials, production services 4000-4999: Books And Supplies Sup 07 F/R 883,600 4000-4999: Books And Supplies Sup 09 EL 223,726</p>
<p>1.2 E Expand access to specialized programs such as GATE, AP, and IB (International Baccalaureate) by providing curricular resources and on-going professional learning.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Gifted and Talented Students</u></p>	<p>GATE Resource Teacher 1000-3000 Base 95,000</p> <hr/> <p>IB Site Instructional Coordinator and Resource Teachers 1000-3000 Suppl/Con 550,000</p> <hr/> <p>Specialized Program Professional Learning 5000-5999: Services And Other Operating Expenditures Sup 07 F/R TBA</p> <hr/> <p>Conferences 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 4,319</p>

<p>Action 1.3: Develop an infrastructure for ongoing analysis of student performance and progress by providing teacher release time and collaborative learning time.</p> <p>Services: 1.3 A Provide collaboration time for teachers to analyze student work and monitor student progress and identify students who are in need of additional supports.</p> <p>Provide additional academic assessment data for ELs and reclassified students who have not made adequate progress.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Student progress is monitored through the district Benchmark assessments and the Data Management system contract. 5000-5999: Services And Other Operating Expenditures Base 130,000</p> <hr/> <p>Contracts for diagnostic / intervention programs such as iReady 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 48,178 Sup 09 EL 15,000</p> <hr/> <p>Management Information Technician 1000-4000 Title III 90,000</p> <hr/> <p>Supplemental Materials 4000-4999: Books And Supplies Sup 07 F/R 8,999 4000-4999: Books And Supplies Sup 09 EL 1,985</p>
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Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 2:	Schools will provide students with a clean, healthy, physically and emotionally safe learning environment.		Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 _ 3 _ 4 _ 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 _ 8 _ COE only: 9 _ 10 _ Local : Specify
Identified Need :	SCUSD believes in a holistic approach to student achievement that fosters student engagement in clean, healthy and safe environments. The loss of custodians and plant managers district wide forced other classified and certificated staff to take on cleaning and maintenance duties taking them from full focus on service to students and parents. Their extra time and effort resulted in a FIT rating of 100%. Data indicates the following needs: * Maintain FTE of custodians and plant managers in order to achieve FIT inspection rating at 100%. * Increase student engagement in schools district wide as indicated by district attendance rate and chronic absence rate. * Decrease number of suspensions. * Decrease number of expulsions. * Decrease cohort drop-out rate and middle school drop-out rate. * Increase positive responses on school safety and climate surveys.		
Goal Applies to:	Schools:	All	
	Applicable Pupil Subgroups:	All	

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:

- \* Maintain FIT (Facilities Inspection Tool) Inspection rating at 100%.
- \* Each school will have at least 4 hours of custodial time (86.5 FTE).
- \* Each school will have a Plant Manager (71 FTE).
- \* District-wide attendance rates will increase to 96.5% for all, and 97% for Low income, 97% for EL, and 95% for Foster Youth.
- \* Chronic Absence rates will decrease to:
  - Elementary: 10.7%
  - K-8: 10.4%
  - Middle: 12.1 %
  - High: 21%
  - Low income: 13.7%
  - EL: 10%
  - Foster Youth: 29.1%
- \* High School suspension rate will decrease from 5.6% to 5%.
- \* Maintain low expulsion rates of <0.1% in middle and high school. (2013-14 Expulsion Rate 0%)
- \* Dropout rate will decrease from 5.2% to 4.5% for all, from 6% to 4.5% for Low income, from 9.6% to 8% for EL.
- \* Maintain a middle school dropout rate of less than 1 percent.
- \* Increase percentage of students reporting positive all school climate factors on the CA Healthy Kids Survey by 2%.
  - Elementary: School Environment from 45% to 47%; School Connectedness from 55% to 57%; Positive Peer Relationships from 45% to 47%; School Safety from 48% to 50%.
  - Secondary: School Environment from 28% to 30%; School Connectedness from 39% to 41%; School Safety from 61% to 63%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 2.1: Students will be provided cleaner, better maintained learning environments.</p> <p>Service: 2.1 A Cleaner, better maintained schools are more inviting comfortable learning environments to encourage students to attend school.</p>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Increase custodial support staff to 2011-2012 levels (estimated 26 FTE). Maintain level of Plant Managers (1 per school site). 2000-3000 Suppl/Con 4,000,000</p> <hr/> <p>Maintain custodial operational supplies (in addition to school allocations). 4000-4999: Books And Supplies Suppl/Con 650,000</p>
<p>Action 2.2: All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p>	<p>District wide, school wide <b>Abraham Lincoln Bancroft</b></p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth</p>	<p>Restorative Practices will begin to be fully implemented including the use of carryover funds (approx. \$200,000) from 2014-2015 school year which were not fully expended. 1000-4000 Suppl/Con 450,000</p>

<p>Services: 2.2 A Assistance to school sites in developing and maintaining safe school plans and relationships with students and staff to facilitate safer, more positive school climates. School staff will support safety and positive school climate, and will receive training in culturally competent classrooms and relationships.</p> <p>2.2 B Community-based positive programs and site-based staff support families and schools will be supported to prevent attendance problems and create a safe school environment.</p>	<p>Caroline Wenzel Edward Kemble Ethel I Baker Ethel Phillips Fr Keith B Kenny Isador Cohen Kennedy Health Professions Leonardo da Vinci McClatchy OW Erlewine Pacific Parkway Rosemont School of Engineering and Sciences Susan B Anthony Theodore Judah Woodbine</p>	<p><input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Safe Schools Manager 2000-3000 Base 130,000</p> <hr/> <p>School Resource Officers: Increased allocation to cover the full Sacramento PD Contract. Last year's LCAP only allocated the amount that was not covered in the budget. One additional officer. 5000-5999: Services And Other Operating Expenditures Base 1,150,000</p> <hr/> <p>Attendance, Dropout Prevention Coordinator and Specialist 1000-3000 Suppl/Con 95,000</p> <hr/> <p>Assistant Principals at school sites 1000-3000 Suppl/Con 1,062,000 1000-3000 Sup 07 F/R 180,003</p> <hr/> <p>Learning Support Coordinator at school site 1000-3000 Sup 07 F/R 60,259 1000-3000 Sup 09 EL 18,279</p> <hr/> <p>School Community Liaisons, Office Tech/Clerks 2000-3000 Sup 07 F/R 150,688 2000-3000 Sup 09 EL 10,305</p> <hr/> <p>Campus Monitors, Noon Duty and Walking Attendants 2000-3000 Sup 07 F/R 82,450</p>
<p>Services: 2.2 C Mental and physical health supports are provided by nurses, social workers and school psychologists.</p> <p>2.2 D District Connect Center staff provides insurance enrollments and support services for students with academic, behavior, attendance and/or social/emotional concerns.</p>	<p>District wide, school wide  Abraham Lincoln AM Winn American Legion Bret Harte Caroline Wenzel Earl Warren Edward Kemble Elder Creek Ethel I Baker Ethel Phillips</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>District Nurses, Social Workers and School Psychologists Increase nursing staff by 3 FTE; 6.38 FTE added to replace a share of expired funding (MAA). 1000-3000 Suppl/Con 1,080,000</p> <p>School Psychologists for Special Education (Increase of 2, total 5 FTE) 1000-3000 Suppl/Con 676,000</p> <p>Social Workers at school sites (Increase of 2, total 6.4 FTE) 1000-3000 Suppl/Con 734,272 1000-3000 Sup 07 F/R 188,794</p>

<p>2.2 E School-based Nurses, Learning Support Specialists, Social Workers and Case Managers plan, organize and coordinate learning support services for low income, ELs, re-designated ELs, Foster Youth and students with disabilities with academic, behavior, attendance and/or social/emotional needs.</p> <p>2.2 F Ensure District Foster Youth Services Program Associate has adequate time, knowledge, and resources to fully execute the responsibilities of the <b>position</b> in order to decrease adverse effects of school mobility on Foster Youth.</p>	<p>Fr Keith B Kenny Isador Cohen John Bidwell John Sloat John Still Kit Carson Leataata Floyd McClatchy Oak Ridge Pacific Peter Burnett Rosa Parks William Land Woodbine</p>		<p>Connect Center staff 2000-3000 Suppl/Con 200,000</p> <hr/> <p>Nurses at school sites 1000-3000 Sup 07 F/R 127,075</p> <hr/> <p><b>Immunization Clinic Staffing</b> 1000-3000 Suppl/Con 15,400</p> <hr/> <p>Learning Support Specialists at school sites 1000-3000 Sup 07 F/R 479,629</p> <hr/> <p>Case Managers at school sites 2000-3000 Sup 07 F/R 69,609</p> <hr/> <p>Student Outreach Worker 2000-3000 Sup 07 F/R 10,000</p> <hr/> <p>Foster Youth Services staff (see Action 1.1G) 2000-3000 Suppl/Con</p>
<p>2.2 G Supports and training for positive school climates, including <b>Social Emotional Learning (SEL)</b>, bullying prevention, and Positive Behavior Intervention Support systems.</p>	<p>District wide, school wide</p> <p>Albert Einstein John Cabrillo John Still Pony Express</p>	<p>X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Bullying Prevention Specialist, <b>and Materials</b> 1000-4000 Base 200,000 1000-4000 Grant</p> <hr/> <p>Social Emotional Learning Director, and Materials <b>1000-4000 Suppl/Con 200,000</b> <b>1000-4000 Grant 200,000</b></p> <hr/> <p>Books and Supplemental Materials (Cabrillo, Einstein, Pony) 4000-4999: Books And Supplies Sup 07 F/R 11,000</p> <hr/> <p>Contract: PBIS Training at school site (John Still) 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 10,500</p>

<p>Action 2.3: Schools will provide more varied opportunities for students to become interested in school and learning through technology-based activities, project-based learning, extended extracurricular and expanded learning program involvement, including any other costs associated with other enrichment opportunities (arts programs, field trips, assemblies, band, athletics, etc.).</p> <p>Services: 2.3 A Librarian/media technicians assist with research and project based learning.</p> <p>2.3 B Resources to maintain libraries and media centers, including professional development for staff. Low income, EL and Foster Youth have access to computer hardware and software to enhance instruction and provide career technical and college readiness activities.</p> <p>2.3 C Foster Youth student engagement activities, including fees for extracurricular activities, in order to decrease adverse effects of mobility on foster youth.</p>	<p>District wide, school wide</p> <p>Abraham Lincoln American Legion Bret Harte California Cap City Caroline Wenzel David Lubin Edward Kemble Golden Empire Hollywood Park Isador Cohen James Marshall John Sloat Mark Twain Matsuyama Nicholas OW Erlewine Pony Express Sam Brannan Sequoia Sutterville Tahoe Theodore Judah West Campus William Land</p>	<p><input checked="" type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>District librarians 1000-3000 Suppl/Con 1,300,000</p> <p>Librarians at school sites 1000-3000 Sup 07 F/R 27,907</p> <p>Library media technicians, library clerks at school sites 2000-3000 Sup 07 F/R 209,846 2000-3000 Sup 09 EL 10,474</p> <p>High School Athletic Stipends (10,000 per high school) 1000-4000 Suppl/Con 50,000</p> <p>Supplemental materials, library books, production services 4000-4999: Books And Supplies Sup 07 F/R 114,866 4000-4999: Books And Supplies Sup 09 EL 32,938</p> <p>Extended learning enrichment opportunities 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 73,444 Sup 09 EL 9,896</p> <p>Foster Youth Program Associate (see Action 1.1G) 2000-3000 Suppl/Con</p>
<p>2.3 D Computer hardware, infrastructure, and materials to enhance instruction and provide career-technical and college readiness activities.</p> <p>Professional development for staff.</p> <p>Technicians and instructional assistants to provide guidance and enrichment.</p>	<p>District wide, school wide</p> <p>Albert Einstein Alice Birney AM Winn Bret Harte Caleb Greenwood Camellia Cap City Cesar Chavez David Lubin Didion Earl Warren</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Upgrade Technology: Network and wireless expansion. Support for infrastructure and additional computer hardware using Measure I and Q Bonds &amp; E-Rate funds. 5000-5999: Services And Other Operating Expenditures Bond 3,500,000</p> <p>Computer hardware at school sites 4000-4999: Books And Supplies Sup 07 F/R 165,424 4000-4999: Books And Supplies Sup 09 EL 38,726</p> <p>Computer technician (Johnson) 2000-3000 Sup 07 F/R 95,110</p>

Edward Kemble  
Elder Creek  
Ethel I Baker  
Fern Bacon  
Hiram Johnson  
Hollywood Park  
Isador Cohen  
James Marshall  
Mark Twain  
Matsuyama  
Martin Luther King  
Oak Ridge  
OW Erlewine  
Phoebe  
Pony Express  
Rosa Parks  
Sam Brannan  
Sutterville  
Tahoe  
Theodore Judah  
West Campus  
William Land

Instructional Assistants  
2000-3000 Sup 07 F/R 60,935  
2000-3000 Sup 09 EL 2,321

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Supplemental materials  
4000-4999: Books And Supplies Sup 07 F/R 75,999  
4000-4999: Books And Supplies Sup 09 EL 20,625

**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes:

- \* Maintain FIT (Facilities Inspection Tool) Inspection rating at 100%.
- \* Maintain each school will have at least 4 hours of custodial time (86.5 FTE).
- \* Maintain each school Plant Manager (71 FTE).
- \* District-wide attendance rates will increase to **from 96.5%** to 97% for all, maintain 97% for Low income and 97% for EL, and increase **from 95%** to 96% for Foster Youth.
- \* Chronic Absence rates will decrease:
  - Elementary: **from 10.7%** to 10.2%
  - K-8: **from 10.4%** to 9.9%
  - Middle: **from 12.1%** to 11.6 %
  - High: **from 21%** to 20.5%
  - Low income: **from 13.7%** to 13.2%
  - EL: **from 10%** to 9.5%
  - Foster Youth: **from 29.1%** to 28.5%
- \* High School suspension rate will decrease **from 7.5% to 7%**.
- \* **Maintain low expulsion rates of <.1% in middle and high school.**
- \* Dropout rate will decrease **from 4.5%** to 4% for all, 4% for Low income, and 7.5% for EL.
- \* Maintain a middle school dropout rate of less than 1 percent
- \* Increase percentage of students reporting positive all school climate factors on the CA Healthy Kids Survey.
  - **Elementary: School Environment from 47% to 50%; School Connectedness from 57% to 60%; Positive Peer Relationships from 47% to 50%; School Safety from 50% to 53%.**
  - **Secondary: School Environment from 30% to 33%; School Connectedness from 41% to 44%; School Safety from 63% to 66%**

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 2.1: Students will be provided cleaner, better maintained learning environments.</p> <p>Service: 2.1 A Cleaner, better maintained schools are more inviting comfortable learning environments to encourage students to attend school.</p>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Maintain staffing levels of custodians and plant managers. 2000-3000 Suppl/Con <b>4,000,000</b></p> <hr/> <p>Maintain custodial operational supplies 4000-4999: Books And Supplies Suppl/Con 650,000</p>
<p>Action 2.2: All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners Foster Youth Redesignated fluent</p>	<p>Maintain support for Restorative Practices 1000-4000 Suppl/Con <b>450,000</b></p> <hr/> <p>Safe Schools Manager 2000-3000 Base 130,000</p>

<p>Services: 2.2 A Assistance to school sites in developing and maintaining safe school plans and relationships with students and staff to facilitate safer, more positive school climates. School staff will receive training in culturally competent classrooms.</p> <p>2.2 B Community-based positive programs and site-based staff support families and schools to prevent attendance problems and create a safe school environment.</p>		<p>English proficient Other Subgroups: (Specify)</p>	<p>Maintain School Resource Officers 5000-5999: Services And Other Operating Expenditures <b>Base 1,150,000</b></p> <hr/> <p>Attendance, Dropout Prevention Coordinator and Specialist 1000-3000 <b>Suppl/Con 95,000</b></p> <hr/> <p>Maintain Assistant Principals at school sites <b>1000-3000 Suppl/Con 1,062,000</b> 1000-3000 Sup 07 F/R 180,003</p> <hr/> <p>Learning Support Coordinator at school site 1000-3000 Sup 07 F/R 60,259 1000-3000 Sup 09 EL 18,279</p> <hr/> <p>School Community Liaisons, Office Tech/Clerks 2000-3000 Sup 07 F/R 150,688 2000-3000 Sup 09 EL 10,305</p> <hr/> <p>Campus Monitors, Noon Duty and Walking Attendants 2000-3000 Sup 07 F/R 82,450</p>
<p>Action 2.2: All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p> <p>Services: 2.2 C Mental and physical health supports are provided by nurses, social workers and school psychologists.</p> <p>2.2 D District Connect Center staff provides insurance enrollments and support services for students with academic, behavior, attendance and/or social/emotional concerns.</p> <p>2.2 E</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>District Nurses, Social Workers and School Psychologists <b>Maintain nursing staff</b> 1000-3000 Suppl/Con <b>1,080,000</b></p> <p><b>Maintain School Psychologists for Special Education</b> 1000-3000 Suppl/Con <b>676,000</b></p> <p>Maintain Social Workers <b>1000-3000 Suppl/Con 734,272</b> 1000-3000 Sup 07 F/R 188,794</p> <hr/> <p>Connect Center staff 2000-3000 Suppl/Con 200,000</p> <hr/> <p>Nurses at school sites 1000-3000 Sup 07 F/R 127,075</p> <p><b>Immunization Clinic Staffing</b></p>

<p>School-based Learning Support Specialists, Social Workers and Case Managers plan, organize and coordinate learning support services for low income, ELs, re-designated ELs, Foster Youth and students with disabilities with academic, behavior, attendance and/or social/emotional needs.</p> <p>2.2 F Ensure District Foster Youth Program Associate has adequate time, knowledge, and resources to fully execute the responsibilities of the <b>position</b> in order to decrease adverse effects of school mobility on Foster Youth.</p>			<p><b>1000-3000 Suppl/Con 15,400</b></p> <hr/> <p>Learning Support Specialists at school sites 1000-3000 Sup 07 F/R 479,629</p> <hr/> <p>Case Managers at school sites 2000-3000 Sup 07 F/R 69,609</p> <hr/> <p>Student Outreach Worker 2000-3000 Sup 07 F/R 10,000</p> <hr/> <p>Foster Youth Services staff (see Action 1.1G) 2000-3000 Title ID</p>
<p>2.2 G Supports and training for positive school climates, including bullying prevention, <b>Social Emotional Learning (SEL)</b>, Restorative Justice, and Positive Behavior Intervention Support systems.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Bullying Prevention Specialist and Materials 1000-4000 Base 200,000 1000-4000 Grant</p> <hr/> <p>Social Emotional Learning Director and Materials <b>1000-4000 Grant 200,000</b> <b>1000-4000 Suppl/Con 200,000</b></p> <hr/> <p>Books and Supplemental Materials (School Site) 4000-4999: Books And Supplies Sup 07 F/R 11,000</p> <hr/> <p>Contract: PBIS Training at school site 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 10,500</p>
<p>Action 2.3: Schools will provide more varied opportunities for students to become interested in school and learning through technology-based activities, project-based learning, extended extracurricular and expanded learning program involvement, including any other costs associated with other enrichment opportunities (arts programs, field trips, assemblies, band, athletics, etc.).</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>District librarians 1000-3000 Suppl/Con 1,300,000</p> <hr/> <p>Librarians at school sites 1000-3000 Sup 07 F/R 27,907</p> <hr/> <p>Library media technicians, library clerks at school sites 2000-3000 Sup 07 F/R 209,846 2000-3000 Sup 09 EL 10,474</p>

<p>Services: 2.3 A Librarian/media technicians assist with research and project based learning.</p> <p>2.3 B Resources to maintain libraries and media centers, including professional development for staff. Low income, EL and Foster Youth have access to computer hardware and software to enhance instruction and provide career technical and college readiness activities.</p> <p>2.3 C Foster Youth student engagement activities, including fees for extracurricular activities, in order to decrease adverse effects of mobility on foster youth.</p>			<p>High School Athletic Stipends (10,000 per high school) 1000-4000 Suppl/Con 50,000</p> <hr/> <p>Supplemental materials, library books, production services 4000-4999: Books And Supplies Sup 07 F/R 114,866 4000-4999: Books And Supplies Sup 09 EL 32,938</p> <hr/> <p>Extended learning enrichment opportunities 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 73,444 Sup 09 EL 9,896</p> <hr/> <p>Foster Youth Program Associate (see Action 1.1G) 2000-3000 Suppl/Con</p>
<p>2.3 D Computer hardware and materials to enhance instruction and provide career-technical and college readiness activities.</p> <p>Professional development for staff.</p> <p>Technicians and instructional assistants to provide guidance and enrichment.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Upgrade Technology: Network and wireless expansion. Support for infrastructure and additional computer hardware using Measure I and Q Bonds &amp; E-Rate funds. 5000-5999: Services And Other Operating Expenditures Bond 3,500,000</p> <hr/> <p>Computer hardware at school sites 4000-4999: Books And Supplies Sup 07 F/R 165,424 4000-4999: Books And Supplies Sup 09 EL 38,726</p> <hr/> <p>Computer technician 2000-3000 Sup 07 F/R 95,110</p> <hr/> <p>Instructional Assistants 2000-3000 Sup 07 F/R 60,935 2000-3000 Sup 09 EL 2,321</p> <hr/> <p>Supplemental materials 4000-4999: Books And Supplies Sup 07 F/R 80,999 4000-4999: Books And Supplies Sup 09 EL 20,625</p>

LCAP Year 3: 2017 - 2018

Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>* Maintain FIT (Facilities Inspection Tool) Inspection rating at 100%.</li> <li>* Maintain each school will have at least 4 hours of custodial time (86.5 FTE).</li> <li>* Maintain each school Plant Manager (71 FTE).</li> <li>* District-wide attendance rates will maintain 97% for all, 97% for Low income, 97% for EL, and increase from 96% to 97% for Foster Youth.</li> <li>* Chronic Absence rates will decrease:             <ul style="list-style-type: none"> <li>• Elementary: from 10.2% to 9.7%</li> <li>• K-8: from 9.9% to 9.4%</li> <li>• Middle: from 11.6% to 11.1 %</li> <li>• High: from 20.5% to 20%</li> <li>• Low income: from 13.2% to 12.7%</li> <li>• EL: from 9.5% to 9%</li> <li>• Foster Youth: from 29.1% to 28.1%</li> </ul> </li> <li>* High School suspension rate will decrease from 7% to 6.5%.</li> <li>* Maintain low expulsion rates of &lt;.1% in middle and high school.</li> <li>* Dropout rate will decrease from 4% to 3.5% for all, from 4% to 3.5% for Low income, from 7.5% to 7% for EL.</li> <li>* Maintain a middle school dropout rate of less than 1 percent</li> <li>* Increase percentage of students reporting positive all school climate factors on the CA Healthy Kids Survey.             <ul style="list-style-type: none"> <li>• Elementary: School Environment from 50% to 53%; School Connectedness from 60% to 63%; Positive Peer Relationships from 50% to 53%; School Safety from 53% to 56%.</li> <li>• Secondary: School Environment from 33% to 36%; School Connectedness from 44% to 47%; School Safety from 66% to 69%.</li> </ul> </li> </ul>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 2.1: Students will be provided cleaner, better maintained learning environments.</p> <p>Service: 2.1 A Cleaner, better maintained schools are more inviting comfortable learning environments to encourage students to attend school.</p>	District wide	<input checked="" type="checkbox"/> All OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	<p>Maintain staffing levels of custodians and plant managers. 2000-3000 Suppl/Con 4,000,000</p> <hr/> <p>Maintain custodial operational supplies 4000-4999: Books And Supplies Suppl/Con 650,000</p>
<p>Action 2.2: All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p>	District wide, school wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners Foster Youth Redesignated fluent English proficient	<p>Maintain support for Restorative Practices 1000-4000 Suppl/Con 450,000</p> <hr/> <p>Safe Schools Manager 2000-3000 Base 130,000</p>

<p>Services: 2.2 A Assistance to school sites in developing and maintaining safe school plans and relationships with students and staff to facilitate safer, more positive school climates. School staff will receive training in culturally competent classrooms.</p> <p>2.2 B Community-based positive programs and site-based staff support families and schools to prevent attendance problems and create a safe school environment.</p>		<p>Other Subgroups: (Specify)</p>	<p>Maintain School Resource Officers 5000-5999: Services And Other Operating Expenditures <b>Base 1,150,000</b></p> <hr/> <p>Attendance, Dropout Prevention Coordinator and Specialist; 1000-3000 <b>Suppl/Con 95,000</b></p> <hr/> <p>Maintain Assistant Principals at school sites <b>1000-3000 Suppl/Con 1,062,000</b> 1000-3000 Sup 07 F/R 180,003</p> <hr/> <p>Learning Support Coordinator at school site 1000-3000 Sup 07 F/R 60,259 1000-3000 Sup 09 EL 18,279</p> <hr/> <p>School Community Liaisons, Office Tech/Clerks 2000-3000 Sup 07 F/R 150,688 2000-3000 Sup 09 EL 10,305</p> <hr/> <p>Campus Monitors, Noon Duty and Walking Attendants 2000-3000 Sup 07 F/R 82,450</p>
<p>2.2 C Mental and physical health supports are provided by nurses, social workers and school psychologists.</p> <p>2.2 D District Connect Center staff provides insurance enrollments and support services for students with academic, behavior, attendance and/or social/emotional concerns.</p> <p>2.2 E School-based Learning Support Specialists, Social Workers and Case Managers plan, organize and coordinate learning support services for low income, ELs, re-designated ELs, Foster Youth and students with disabilities with academic, behavior, attendance and/or social/emotional needs.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>District Nurses, Social Workers and School Psychologists <b>Maintain nursing staff</b> 1000-3000 Suppl/Con <b>1,080,000</b></p> <p><b>Maintain School Psychologists for Special Education</b> 1000-3000 Suppl/Con <b>676,000</b></p> <p>Maintain Social Workers <b>1000-3000 Suppl/Con 734,272</b> 1000-3000 Sup 07 F/R 188,794</p> <hr/> <p>Connect Center staff 2000-3000 Suppl/Con 200,000</p> <hr/> <p>Nurses at school sites 1000-3000 Sup 07 F/R 127,075</p>

<p>2.2 F Ensure District Foster Youth Program Associate has adequate time, knowledge, and resources to fully execute the responsibilities of the <b>position</b> in order to decrease adverse effects of school mobility on Foster Youth.</p>			<p><b>Immunization Clinic Staffing</b> 1000-3000 Suppl/Con 15,400</p> <hr/> <p>Learning Support Specialists at school sites 1000-3000 Sup 07 F/R 479,629</p> <hr/> <p>Case Managers at school sites 2000-3000 Sup 07 F/R 69,609</p> <hr/> <p>Student Outreach Worker 2000-3000 Sup 07 F/R 10,000</p> <hr/> <p>Foster Youth Services staff (see Action 1.1 G) 1000-3000 Suppl/Con</p>
<p>Action 2.2: All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p> <p>2.2 G Supports and training for positive school climates, including bullying prevention, <b>Social Emotional Learning (SEL)</b>, Restorative Justice, and Positive Behavior Intervention Support systems.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Bullying Prevention Specialist 1000-3000 Base 200,000 1000-4000 Grant</p> <hr/> <p>Social Emotional Learning Director and Materials <b>1000-3000 Grant 250,000</b> <b>1000-3000 Base 200,000</b></p> <hr/> <p>Books and Supplemental Materials (School Site) 4000-4999: Books And Supplies Sup 07 F/R 11,000</p> <hr/> <p>Contract: PBIS Training at school site 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 10,500</p>
<p>Action 2.3: Schools will provide more varied opportunities for students to become interested in school and learning through technology-based activities, project-based learning, extended extracurricular and expanded learning program involvement, including any other costs associated with other enrichment opportunities (arts programs, field trips, assemblies, band, athletics, etc.).</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>District librarians 1000-3000 Suppl/Con 1,300,000</p> <hr/> <p>Librarians at school sites 1000-3000 Sup 07 F/R 27,907</p> <hr/> <p>Library media technicians, library clerks at school sites 2000-3000 Sup 07 F/R 209,846 2000-3000 Sup 09 EL 10,474</p>

<p>Services: 2.3 A Librarian/media technicians assist with research and project based learning.</p> <p>2.3 B Resources to maintain libraries and media centers, including professional development for staff. Low income, EL and Foster Youth have access to computer hardware and software to enhance instruction and provide career technical and college readiness activities.</p> <p>2.3 C Foster Youth student engagement activities, including fees for extracurricular activities, in order to decrease adverse effects of mobility on foster youth.</p>			<p>High School Athletic Stipends (10,000 per high school) 1000-4000 Suppl/Con 50,000</p> <hr/> <p>Supplemental materials, library books, production services 4000-4999: Books And Supplies Sup 07 F/R 114,866 4000-4999: Books And Supplies Sup 09 EL 32,938</p> <hr/> <p>Extended learning enrichment opportunities 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 73,444 Sup 09 EL 9,896</p> <hr/> <p>Foster Youth Program Associate (see Action 1.1G) 2000-3000 Suppl/Con</p>
<p>2.3 D Computer hardware and materials to enhance instruction and provide career-technical and college readiness activities.</p> <p>Professional development for staff.</p> <p>Technicians and instructional assistants to provide guidance and enrichment.</p>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</p>	<p>Upgrade Technology: Network and wireless expansion. Support for infrastructure and additional computer hardware using Measure I and Q Bonds &amp; E-Rate funds. 5000-5999: Services And Other Operating Expenditures Bond 3,500,000</p> <hr/> <p>Computer hardware at school sites 4000-4999: Books And Supplies Sup 07 F/R 165,424 4000-4999: Books And Supplies Sup 09 EL 38,726</p> <hr/> <p>Computer technician 2000-3000 Sup 07 F/R 95,110</p> <hr/> <p>Instructional Assistants 2000-3000 Sup 07 F/R 60,935 2000-3000 Sup 09 EL 2,321</p> <hr/> <p>Supplemental materials 4000-4999: Books And Supplies Sup 07 F/R 80,999 4000-4999: Books And Supplies Sup 09 EL 20,625</p>

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 3:	Parents, family and community stakeholders will become more fully engaged as partners in the education of students in SCUSD.	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 _ 6 _ 7 _ 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
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Identified Need :	Increase multiple opportunities for families to interact and engage with their schools authentically <ul style="list-style-type: none"> <li>• Establish Parent Resource Centers at all school sites</li> <li>• Increase the number of home visits through the Parent/Teacher Home Visit Program</li> <li>• Increase participation in Academic Parent-Teacher team meetings</li> <li>• Increase number of schools with parent leadership organizations (PTA, PTO, PTSA, etc.)</li> <li>• Increase the number of schools from 22 sites offering the Parent Leadership Pathway workshop series; increase the number of participants from 250</li> <li>• Maintain participation of low income families and English learners in the Parent Leadership Pathway (100% of workshops are in Title I schools; over 80% of participants are English learners)</li> <li>• Maintain stakeholder engagement with the LCAP process</li> </ul>
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Goal Applies to:	Schools: All	
	Applicable Pupil Subgroups:	All

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>• Parent Resource Centers at school sites will increase from 54 to 62.</li> <li>• Increase the number of Parent/Teacher Home Visits from 3,500 to 3,600.</li> <li>• Academic Parent-Teacher Team school participation will increase from 11 to 13 schools.</li> <li>• Increase percentage of district schools with active parent groups from 54 to 55 (76%)</li> <li>• Increase the number of school sites, and the number of participants, in the Parent Leadership Pathway from 22 to 25 sites, from 250 to 310 total participants.</li> <li>• Maintain participation of English Learners in the Parent Leadership Pathway at 75% or greater (2014-15 83%).</li> <li>• LCAP survey participation: Low Income from 64% to 66%, English Learner from 47% to 48%. Maintain Parent/Family 45%, Students 28%, Staff 20%, Community Members 6%, and Community Partners 1%.</li> </ul>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 3.1 Stakeholders will have improved opportunities to participate in district/site activities that increase their skills as partners in education.</p> <p>Services 3.1 A</p> <ul style="list-style-type: none"> <li>District provides parent outreach and education services and the establishment of site Parent Resource Centers. Staff support district wide parent engagement by facilitating opportunities for involvement, providing access to resource information, and offering capacity-building activities.</li> </ul> <p>3.1 B</p> <ul style="list-style-type: none"> <li>The Parent/Teacher Home Visit Project and Academic Parent-Teacher Teams focus on improved student learning inside and outside school.</li> </ul>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>District Parent Resource Center staff</p> <p>2000-3000 Suppl/Con <b>430,201</b></p> <p>2000-3000 Title I <b>169,799</b></p> <hr/> <p>Parent/Teacher Home Visit Program and Academic Parent-Teacher Teams (<b>Including an amount for benefits</b>)</p> <p>1000-4000 Title I <b>270,000</b></p> <p><b>3000</b> Suppl/Con <b>35,000</b></p>
<p>3.1 C</p> <ul style="list-style-type: none"> <li>Personnel and services to support families in attending parent education, informational meetings, and school events and in volunteering at the school, especially low income, ELs and students with disabilities.</li> </ul>	<p>School wide:</p> <p><b>Burbank HS,</b></p> <p><b>Caroline Wenzel ES,</b></p> <p><b>Cesar Chavez ES,</b></p> <p><b>Camellia ES,</b></p> <p><b>David Lubin ES,</b></p> <p><b>Earl Warren ES</b></p> <p><b>Einstein MS,</b></p> <p><b>Elder Creek ES,</b></p> <p><b>Hollywood Park</b></p> <p><b>Ethel I Baker ES,</b></p> <p><b>Fern Bacon MS,</b></p> <p><b>Fr Keith B Kenny K-8,</b></p> <p><b>Harkness ES,</b></p> <p><b>Golden Empire ES,</b></p> <p><b>Health Professions HS,</b></p> <p><b>Hollywood Park ES,</b></p> <p><b>Isador Cohen ES,</b></p>	<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (<b>Students with disabilities</b>)</p>	<p>Parent Advisors, Case Manager and School Community Liaisons assigned to parent outreach at school sites: 2000-3000 Sup 07 F/R 341,726</p> <hr/> <p>Parent Advisors and School Community Liaisons assigned to parent outreach and support at school sites: 2000-3000 Sup 09 EL 15,409</p> <hr/> <p>Site-designated Parent Trainings at schools: 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 14,777 Sup 09 EL 9,991</p>

	<p>John Cabrillo ES,          John Sloat ES          Johnson HS,          Kemble ES,          Kit Carson MS,          LDV K-8,          Leataata Floyd ES,          Marshall ES,          Martin Luther King K-8,          Sam Brannan MS,          Sequoia ES,          Matsuyama ES.          McClatchy HS,          Nicholas ES,          Oak Ridge ES,          Pacific ES,          Peter Burnett ES,          Rosemont HS,          Sutterville ES,          Sam Brannan MS,          Sequoia ES,          Sutter MS,          Sutterville ES.          Tahoe ES,          West Campus HS.          Will C Wood MS.</p>		<p>Parent Meeting Supplies          4000-4999: Books And Supplies          Sup 07 F/R 20,239          Sup 09 EL 12,145</p> <hr/> <p>Child Care for parent meetings at school sites:          2000-3000 Sup 07 F/R 1,520          2000-3000 Sup 09 EL 2,157</p>
<p>Action 3.2          Stakeholders will receive improved district and site communications, including translation/interpretation services.</p> <p>Services 3.2 A:</p> <ul style="list-style-type: none"> <li>• Translation and interpretation are provided in five languages by Matriculation and Orientation Center bilingual staff at district events and in schools.</li> <li>• Parent notification about EL achievement is provided by Management Information Technician.</li> </ul>	<p>District wide, school wide in sites as noted:</p> <p>Capital City HS          Cesar Chavez ES          David Lubin ES          Didion K8          Einstein MS          Elder Creek ES,          Ethel I Baker ES          Fr. Keith B Kenny K8          Hollywood Park ES,          Isador Cohen ES,          John Bidwell ES,          Kemble ES,          Kit Carson MS          Nicholas ES</p>	<p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:          (Specify)</p>	<p>Matriculation and Orientation Center (MOC) translators          Additional translators (1 Spanish, 1 Hmong)          2000-3000 Suppl/Con 882,011</p> <hr/> <p>Maintain Management Information Technician (expenditure in Goal 1, Action 1.3 B)</p> <hr/> <p>Translation services provided at school sites:          2000-3000 Sup 07 F/R 15,500          2000-3000 Sup 09 EL 27,533</p>

<ul style="list-style-type: none"> <li>School sites communicate regularly with parents/guardians through websites, phone outreach, mailings and meetings, especially parents of low income, English Learners, and students with disabilities.</li> </ul>	<p>Pacific ES  Peter Burnett ES  Pony Express ES  Sutter Middle School,  Sutterville ES  Theodore Judah ES  William Land ES  Woodbine ES,</p>		<p>Site Communications Expenses:  5000-5999:Services And Other Operating Expenditures  Sup 07 F/R 9,038  Sup 09 EL 4,848</p>
<p>Service 3.2 B</p> <ul style="list-style-type: none"> <li>Provide prompt communication to foster guardians.</li> </ul>	<p>District wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>Maintain Foster Youth Services staff  (expenditure in Goal 1, Action 1.1G)</p>

LCAP Year 2: 2016-17

Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> <li>• Parent Resource Centers will increase from 62 to 71 schools.</li> <li>• Parent/Teacher Home Visits will increase from 3,600 to 3,700.</li> <li>• Academic Parent-Teacher Team school participation will increase from 13 to 14 schools.</li> <li>• Increase percentage of schools with active parent groups from 55 to 56, or 78%.</li> <li>• Increase the number of school sites, and the number of participants, in the Parent Leadership Pathway from 25 to 28 sites, from 310 to 370 total participants.</li> <li>• Maintain participation of English Learners in the Parent Leadership Pathway at 75% or greater.</li> <li>• LCAP survey participation: Low Income from 66% to 68%, English Learner from 48% to 49%. Maintain Parent/Family 45%, Students 28%, Staff 20%, Community Members 6%, and Community Partners 1%.</li> </ul>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 3.1: Stakeholders will have improved opportunities to participate in district/site activities that increase their skills as partners in education.</p> <p>Services: 3.1 A</p> <ul style="list-style-type: none"> <li>• District provides parent outreach and education services and the establishment of Site Parent Resource Centers. Staff support district wide parent engagement by facilitating opportunities for involvement, providing access to resource information, and offering capacity-building activities.</li> </ul> <p>3.1 B</p> <ul style="list-style-type: none"> <li>• Academic Parent-Teacher Teams and the Parent / Teacher Home Visit Project focus on improved student learning inside and outside school.</li> </ul>	District wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	<p>Maintain District Parent Resource Center staff</p> <p>2000-3000 Suppl/Con 430,201 2000-3000 Title I 169,799</p> <hr/> <p>Maintain Parent/Teacher Home Visit Program and Academic Parent-Teacher Teams (Including an amount for benefits)</p> <p>1000-4000 Title I 270,000 3000 Suppl/Con 35,000</p>
<p>3.1 C Services and staff to support parents in attending parent education, informational meetings, and school events, and in volunteering at the school, especially low income, ELs, and students with disabilities.</p>	School wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Students with disabilities	<p>Parent Advisors and School Community Liaisons at school sites</p> <p>2000-2999: Classified Personnel Salaries Sup 07 F/R 341,726 Sup 09 EL 15,409</p>

			<p>Parent Training at school sites 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 14,777 Sup 09 EL 9,991</p> <hr/> <p>Parent Meeting Supplies at school sites 4000-4999: Books And Supplies Sup 07 F/R 20,239 Sup 09 EL 12,145</p> <hr/> <p>Child Care at school sites 2000-3000 Sup 07 F/R 1,520 2000-3000 Sup 09 EL 2,157</p>
<p>Action 3.2: Stakeholders will receive improved district and site communications, including translation/interpretation services.</p> <p>Services: 3.2 A</p> <ul style="list-style-type: none"> <li>• Translation and interpretation are provided in five languages by bilingual staff at district events and in schools.</li> <li>• Parent notifications about EL achievement is provided.</li> <li>• School sites communicate regularly with parents/guardians through websites, phone outreach, mailings and meetings, especially parents of low income, English Learners, and students with disabilities.</li> </ul>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Maintain Matriculation and Orientation Center (MOC) translators 2000-2999: Classified Personnel Salaries Suppl/Con 882,011</p> <hr/> <p>Maintain Management Information Technician (no funds in this goal; expenditure in Goal 1, Action 1.3B). 2000-3000 Title III</p> <hr/> <p>Translation services provided at school sites 2000-3000 Sup 07 F/R 15,500 2000-3000 Sup 09 EL 27,533</p> <hr/> <p>Site Communications Expenses 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 9,038 Sup 09 EL 4,848</p>
<p>3.2 B Provide prompt communication to foster guardians.</p>	<p>District wide</p>	<p>_ All OR: _ Low Income pupils _ English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Maintain Foster Youth Services staff (no funds in this goal; expenditure in Goal 1, Action 1.1G)</p> <p>2000-3000 Suppl/Con</p>

LCAP Year 3: 2017 - 2018

Expected Annual Measurable Outcomes:

- Parent Resource Centers will increase from 71 to 75 schools (reflecting every school in the district).
- Parent/Teacher Home Visits will increase from 3,600 to 3,800.
- Academic Parent-Teacher Team school participation will increase from 14 to 16 schools.
- Increase percentage of schools with active parent groups from 56 to 58, or 83%.
- Maintain school sites, and parent participation in, the Parent Leadership Pathway from 25 to 28 sites, from 370 to 420 total participants.
- Maintain participation of English Learners in the Parent Leadership Pathway at 75% or greater.
- LCAP survey participation: Low Income from 68% to 70%, English Learner from 49% to 50%. Maintain Parent/Family 45%, Students 28%, Staff 20%, Community Members 6%, Community Partners 1%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Action 3.1: Stakeholders will have improved opportunities to participate in district/site activities that increase their skills as partners in education.</p> <p>Services: 3.1A</p> <ul style="list-style-type: none"> <li>• District provides parent outreach and education services and the establishment of Site Parent Resource Centers. Staff support district wide parent engagement by facilitating opportunities for involvement, providing access to resource information, and offering capacity-building activities.</li> </ul> <p>3.1B</p> <ul style="list-style-type: none"> <li>• The Parent/Teacher Home Visit Project and Academic Parent-Teacher Teams focus on improved student learning inside and outside school.</li> </ul>	<p>District wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Maintain District Parent Resource Center staff</p> <p>2000-3000 Suppl/Con 430,201</p> <p>2000-3000 Title I 169,799</p> <hr/> <p>Maintain Parent/Teacher Home Visit Program and Academic Parent-Teacher Teams (Including an amount for benefits)</p> <p>1000-4000 Title I 270,000</p> <p>3000 Suppl/Con 35,000</p>
<p>3.1 C</p> <p>Services and staff to support parents in attending parent education, informational meetings, and school events, and in volunteering at the school, especially low income, ELs, and students with disabilities.</p>	<p>School wide</p>	<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify)</p> <p>Students with disabilities</p>	<p>Parent Advisors and School Community Liaisons at school sites</p> <p>2000-2999: Classified Personnel Salaries</p> <p>Sup 07 F/R 341,726</p> <p>Sup 09 EL 15,409</p>

			<p>Parent Training at school sites 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 14,777 Sup 09 EL 9,991</p> <hr/> <p>Parent Meeting Supplies at school sites 4000-4999: Books And Supplies Sup 07 F/R 20,239 Sup 09 EL 12,145</p> <hr/> <p>Child Care at school sites 2000-3000 Sup 07 F/R 1,520 2000-3000 Sup 09 EL 2,157</p>
<p>Action 3.2: Stakeholders will receive improved district and site communications, including translation/interpretation services.</p> <p>Services: 3.2 A</p> <ul style="list-style-type: none"> <li>• Translation and interpretation are provided in five languages by bilingual staff at district events and in schools.</li> <li>• Parent notifications about EL achievement is provided.</li> <li>• School sites communicate regularly with parents/guardians through websites, phone outreach, mailings and meetings, especially parents of low income, English Learners, and students with disabilities.</li> </ul>	<p>District wide, school wide</p>	<p><input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	<p>Maintain Matriculation and Orientation Center (MOC) translators 2000-2999: Classified Personnel Salaries Suppl/Con 882,011</p> <hr/> <p>Maintain Management Information Technician (no funds in this goal; expenditure in Goal 1, Action 1.3B). 2000-3000 Title III</p> <hr/> <p>Translation services provided at school sites 2000-3000 Sup 07 F/R 15,500 2000-3000 Sup 09 EL 27,533</p> <hr/> <p>Site Communications Expenses 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 9,038 Sup 09 EL 4,848</p>

<p>3.2 B: Provide prompt communication to foster guardians.</p>	<p>District wide</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>Maintain Foster Youth Services staff (no funds in this goal; expenditure in Goal 1, Action 1.1G)  2000-3000 Suppl/Con</p>
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**Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.**

## Annual Update

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

### Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

<p>Original GOAL 1 from prior year LCAP:</p>	<p>Increase the percent of students who are on-track to graduate college and career ready.</p>		<p>Related State and/or Local Priorities:                  1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>                  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>                  Local : Specify <u>SCUSD Strategic Plan Pillar I; GTS</u></p>
<p>Goal Applies to:</p>	<p>Schools: All</p>	<p>Applicable Pupil Subgroups: All</p>	
<p>Expected Annual Measurable Outcomes:</p>	<p>1. Increase cohort graduation rate from (2012-13):                  ALL: 85.3% to 88%                  EL: from 78.3% to 81%                  Low Income: from 83.7% to 87%</p> <hr/> <p>2. Establish math and ELA proficiency baselines as measured by the CAASPP. Establish math and ELA below proficiency baselines as measured by the CAASPP.</p> <hr/> <p>3. API remains frozen at 2013 levels: API: 770; Low Income: 731; EL: 709</p> <hr/> <p>4. Continue Common Core Professional Learning                  Additional Participants: Leadership: 110; Teachers: 778; Parents: 556; Support Staff: 276</p> <hr/> <p>5. Continue Implementation of ELD Standards Professional Learning                  Cohort # 1 of 25 teachers; Year 2 Training;                  Add Cohort #2 with 25 teachers each at 6 additional schools</p> <hr/> <p>6. Develop the Next Generation Science Standards implementation plan and build stakeholder awareness</p>	<p>Actual Annual Measurable Outcomes:</p>	<p>1. Cohort graduation rate (2013-14):                  ALL 85%,                  EL 77.2%                  Low Income 82.9%</p> <hr/> <p>2. To be established July 2015 upon receipt of CAASPP.</p> <hr/> <p>3. API same as 2013; no new calculations from CDE.</p> <hr/> <p>4. Common Core Professional Learning (as of 4/13/15)                  Additional Participants: Leadership: 103; Teachers: 869; Parents: 310; Support Staff: 258</p> <hr/> <p>5. The ELD Trailblazer cohort grew to 17 schools in 2014-15, with 38 teachers and 4 Training Specialists. In addition to these 42, there were another 50 (for a total of 92) who attended some of the Trailblazer sessions, but not the defined threshold of meetings.</p> <hr/> <p>6. The district has established funding for training staff to lead the implementation of Next Generation Science Standards, and has set targets for teacher participation.</p>

<p>7. Maintain textbook sufficiency (no textbook insufficiency 2013-2014).</p> <hr/> <p>8. Complete Course Access for graduation: 100%</p> <hr/> <p>9. Increase % of students prepared for college as indicated on EAP English: from 19 to 20%; Math: from 13 to 14%.</p> <hr/> <p>10. Increase percent of students participating in GATE Elementary: (2012-13) from 11 to 14%; Middle: from 34% to 37%.</p> <hr/> <p>11. Increase a-g completion from 39% to 44%</p> <hr/> <p>12. Increase percent of students scoring 3 or above on AP tests from 88.7% to 89.7%.</p> <hr/> <p>13. Increase # of Linked Learning Pathways/Career Academy students: from 4,578 to 5,062.</p> <hr/> <p>14. Reach Federal 2014-15 AMAO Targets AMAO #1: from 55.3% to 59% AMAO #2: &lt;5 years 20.8 to 22.8%; &gt;5 years from 47.5% to 49% AMAO #3: Grad Rate from 78.9% to 81%; ELA % Prof.: from 33% to 36%; Math % Prof.: from 49.8% to 52%.</p> <hr/> <p>15. Increase Reclassification rate from 9.2% to 10%</p> <hr/> <p>16. Decrease teacher Mis-assignment rate from 3% to 2.75%</p>	<p>7. Textbook Sufficiency: 100%, as per Williams review of 27 schools 9/2014.</p> <hr/> <p>8. Course Access: 100%.</p> <hr/> <p>9. EAP: 2014: ELA 19%, Math 7%</p> <hr/> <p>10: Percent of students participating in GATE: 2013-14: Elementary: 11%; Middle 34% 2014-15: Elementary: 12%; Middle 33%</p> <hr/> <p>11. Student a-g completion: 2013-14: 41%</p> <hr/> <p>12: Percent of students scoring 3 or above on AP tests: 2013-14: 59.8%</p> <hr/> <p>13. Enrollment in Linked Learning Pathways: 4,459 (2013-14) 4,325 (2014-15).</p> <hr/> <p>14. 2013-14: AMAO #1 53.1%, AMAO #2 Cohort 1 16.8%, Cohort 2 44.3%, AMAO #3 Grad Rate 79%, ELA &amp; Math Part. and Prof. not calculated by CDE</p> <hr/> <p>15. 2013-14 Reclassification rate: 11.1%</p> <hr/> <p>16. Teacher Mis-assignment rate: 1%.</p>
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LCAP Year: 2014-2015							
Planned Actions/Services		Actual Actions/Services					
Budgeted Expenditures		Estimated Actual Annual Expenditures					
<p>Action 1.1: Provide standards-aligned curriculum, assessments and high quality instruction to prepare students to graduate college and career ready.</p> <p>Service: A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing Career and College ready students.</p>	<p>Classroom teachers; classified staff; basic facilities costs; instructional supplies</p> <p>1000-4000 Base \$216,000,000</p>	<p>A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing Career and College ready students.</p> <p>Includes implementation of Class Size Reduction (by one student) in grades K-3 for schools with 75% or greater students receiving free/reduced price meals.</p>	<p>Classroom teachers; classified staff; basic facilities costs; instructional supplies</p> <p>1000-4000 Base \$230,692,509</p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">District wide</td> </tr> </table> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	Scope of Service	District wide		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">District wide</td> </tr> </table> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	Scope of Service	District wide	
Scope of Service	District wide						
Scope of Service	District wide						
<p>Service: Funding of additional two days added to certificated and classified contracts (formerly furlough days).</p>	<p>End of furlough days</p> <p>1000-3000 Suppl/Con \$ 1,598,407</p>	<p>The district provided funding to restore two days to certificated and classified contracts (furlough days).</p>	<p>End of furlough days</p> <p>1000-3000 Suppl/Con \$1,598,407</p>				

Scope of Service	District wide	Scope of Service	District wide
<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Service: Offer ongoing professional learning including on site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS.</p> <p>At school sites, offer ongoing professional learning including on site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS, especially to low income, EL, foster youth and students with disabilities.</p>	<p>Professional learning for CCSS for teachers, principals, and instructional aides</p> <p>1000-4000 Grant \$3,000,000</p> <p>Instructional coaching provided by Training Specialists</p> <p>1000-1999: Certificated Personnel Salaries Title I \$2,000,000</p> <p>1000-1999: Certificated Personnel Salaries Title III</p> <p>Training Specialists at school sites</p> <p>1000-3000 Sup 07 F/R 275,433</p> <p>1000-3000 Sup 09 EL 78,798</p> <p>Professional Learning (per diem)</p> <p>1000-3000 Sup 07 F/R 113,784</p> <p>1000-3000 Sup 09 EL 11,000</p> <p>Teacher Subs for Professional Learning</p> <p>1000-3000 Sup 07 F/R 76,300</p> <p>1000-3000 Sup 09 EL 6,567</p> <p>Professional Learning: Conferences</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 11,500</p>	<p>Professional learning around the Common Core State Standards (CCSS) included on-site collaboration and job-embedded instructional coaching. School sites held additional trainings for parents that have not been reflected in metrics.</p> <p>Funding for professional learning came from both restricted and unrestricted sources; some of which are not reflected here.</p>	<p>Professional learning for CCSS for teachers, principals, and instructional aides</p> <p>1000-4000 Grant 2,411,738</p> <p>Instructional coaching provided by Training Specialists</p> <p>1000-1999: Certificated Personnel Salaries Title I 1,595,328</p> <p>1000-1999: Certificated Personnel Salaries Title III 595,052</p> <p>Training Specialists at school sites</p> <p>1000-3000 Sup 07 F/R 221,828</p> <p>1000-3000 Sup 09 EL 82,127</p> <p>Professional Learning (per diem)</p> <p>1000-3000 Sup 07 F/R 31,733</p> <p>1000-3000 Sup 09 EL 6,020</p> <p>Teacher Subs for Professional Learning</p> <p>1000-3000 Sup 07 F/R 30,362</p> <p>1000-3000 Sup 09 EL 2,466</p> <p>Professional Learning: Conferences</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 13,130</p>

		Contracts 5000-5999 Sup 07 F/R 5,000			Contracts 5000-5999 Sup 07 F/R
Scope of Service	District wide, school wide		Scope of Service	District wide, school wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Service: Provide CCSS aligned instructional materials with embedded assessments to ensure a quality CCSS implementation.		CCSS Instructional materials 4000-4999: Books And Supplies Grant \$1,500,000 Contracts for services: Reading Partners at 2 schools 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 24,000 Supplemental Instructional Materials, Textbooks, Books, Production Services at school sites 4000-4999: Books And Supplies Sup 07 F/R 829,010 4000-4999: Books And Supplies Sup 09 EL 169,813	CCSS Instructional materials: Expenditure represents grant funds carried over from previous years that had to be exhausted. The additional amount for supplemental materials at school sites is what has been reported year-to-date.	CCSS Instructional materials: 4000-4999: Books And Supplies Grant 5,377,589 Contracts for services: Reading Partners at 2 schools 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 29,594 Supplemental Instructional Materials, Textbooks, Books, Production Services at school sites 4000-4999: Books And Supplies Sup 07 F/R 593,557 4000-4999: Books And Supplies Sup 09 EL 122,793	
Scope of Service	District wide, school wide		Scope of Service	District wide, school wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		

<p>Service: Develop and implement a robust early literacy program at pre-K and elementary grades to construct a strong foundation on which to build deep content knowledge via curricular resources, assessments, intervention teachers and supplemental materials.</p>	<p>Early literacy programs are provided in each elementary school in the district in kindergarten through 3rd grade. Early literacy begins in preschool programs at schools that have Head Start and State Preschool funding.</p> <p>1000-4000 Grant \$10,000,000</p> <p>Site Instructional Coordinators</p> <p>1000-3000 Sup 07 F/R 1,112,552</p> <p>1000-3000 Sup 09 EL 158,196</p> <hr/> <p>Supplemental Materials for Early Literacy</p> <p>5000 Sup 07 F/R 42,100</p> <p>Sup 09 EL 14,800</p>	<p>Early Literacy is supported by the Child Development Fund. The 2014-15 allocation included state funding; the district received additional funding from the federal government.</p>	<p>Early literacy programs are provided in each elementary school in the district in kindergarten through 3rd grade. The allocation for 2014-2015 included state funding; the district received additional Federal revenues which were used to support the program.</p> <p>1000-4000 Grant 14,940,719</p> <p>Site Instructional Coordinators</p> <p>1000-3000 Sup 07 F/R 1,248,121</p> <p>1000-3000 Sup 09 EL 164,845</p> <hr/> <p>Supplemental Materials for Early Literacy</p> <p>5000 Sup 07 F/R</p> <p>Sup 09 EL</p>												
<table border="1"> <tr> <td data-bbox="86 743 233 816">Scope of Service</td> <td data-bbox="239 743 562 816">District wide, PK - 3</td> </tr> <tr> <td colspan="2" data-bbox="86 821 562 878"><input checked="" type="checkbox"/> All</td> </tr> <tr> <td colspan="2" data-bbox="86 883 562 1125">                     OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District wide, PK - 3	<input checked="" type="checkbox"/> All		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1031 743 1178 816">Scope of Service</td> <td data-bbox="1184 743 1518 816">District wide, PK - 3</td> </tr> <tr> <td colspan="2" data-bbox="1031 821 1518 878"><input checked="" type="checkbox"/> All</td> </tr> <tr> <td colspan="2" data-bbox="1031 883 1518 1125">                     OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District wide, PK - 3	<input checked="" type="checkbox"/> All		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District wide, PK - 3														
<input checked="" type="checkbox"/> All															
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District wide, PK - 3														
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<p>Service: Provide early Kindergarten experiences to enhance school readiness and academic achievement over time.</p>	<p>Early Kinder program at 7 district schools taught by a credentialed teacher with a developmentally appropriate curriculum.</p> <p>1000-4000 Suppl/Con \$700,000</p>	<p>Early Kinder program is offered at 7 district schools. The increase in expenditure is partially due to step and column increases and additional benefits. The amount listed in the 2014-15 LCAP was under-reported.</p>	<p>Early Kindergarten program</p> <p>1000-4000 Suppl/Con 1,090,848</p>												

<p>Scope of Service   District wide</p>		<p>Scope of Service   District wide</p>	
<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Service: Provide professional learning development of communities of practice and job-embedded coaching to increase access to A-G courses, career-technical education courses, and work-based learning experiences in order to expand the Linked Learning Initiative.</p>	<p>Work based learning and career technical education are provided at all high schools. Linked Learning State Initiative staff and materials.                  1000-3000 Grant \$6,300,000</p> <hr/> <p>1000-3000 Base</p> <hr/> <p>Intern Specialists at school sites                  1000-3000 Sup 07 F/R 27,953</p> <hr/> <p>1000-3000 Sup 09 EL 15,750</p> <hr/> <p>Teacher Subs for Professional Development (A-G)                  1000-3000 Sup 07 F/R 40,000</p>	<p>SCUSD offers Linked Learning Pathways in 19 sites. The allocation for 2014-2015 was overstated. The amount includes the Perkins grant and ROP funding.</p> <hr/> <p>Funding for Teacher Subs is under research.</p>	<p>Work based learning and career technical education are provided at all high schools. Linked Learning State Initiative staff and materials.                  1000-3000 Grant 2,999,990</p> <hr/> <p>Intern Specialists at school sites                  1000-3000 Sup 07 F/R 35,603</p> <hr/> <p>1000-3000 Sup 09 EL</p> <hr/> <p>Teacher Subs for Professional Development (A-G)                  1000-3000</p>
<p>Scope of Service   District wide</p>		<p>Scope of Service   District wide</p>	
<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	

<p>Service: Provide academic and career counseling to support student services, especially to low income, EL, foster youth and students with disabilities.</p> <p>Foster youth receive educational counseling from a Foster Youth Services Department staff member with the skills, time, and training necessary to carry out the responsibilities of the Foster Youth Services Department.</p>	<p>Counselors 1000-3000 Suppl/Con \$3,000,000</p> <hr/> <p>Counselors at school sites</p> <p>1000-3000 Sup 07 F/R 240,716 1000-3000 Sup 09 EL 74,065</p> <p>Foster Youth Program Associate</p> <p>1000-3000 Base 59,000 1000-3000 Title ID 29,000</p>	<p>Counselors at middle and high school provide academic and career support. Increase in expenditure is due to step and column increase, as well as an increase in benefits.</p> <p>Some sites have chosen to reduce the ratio of students to counselors.</p> <p>The additional Foster Youth Program Associate position was not filled this year. The service was provided on a per diem basis.</p>	<p>Counselors 1000-3000 Suppl/Con 3,451,067</p> <hr/> <p>Counselors at school sites</p> <p>1000-3000 Sup 07 F/R 268,862 1000-3000 Sup 09 EL 73,817</p> <p>Foster Youth Program Associate</p> <p>1000-3000 Base 1000-3000 Title ID</p>				
<table border="1"> <tr> <td>Scope of Service</td> <td>District wide, Middle and High Schools</td> </tr> </table> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	Scope of Service	District wide, Middle and High Schools		<table border="1"> <tr> <td>Scope of Service</td> <td>District wide, Middle and High Schools</td> </tr> </table> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	Scope of Service	District wide, Middle and High Schools	
Scope of Service	District wide, Middle and High Schools						
Scope of Service	District wide, Middle and High Schools						
<p>Service: For Students with Disabilities: Provide specific professional learning opportunities to special education teachers on Common Core implementation. Implement specific teaching strategies to assist students with disabilities in accessing Common Core instruction (i.e. Universal Design for Learning).</p> <p>Identify and adopt curricular resources for students with Moderate to Severe disabilities so that they can access Common Core instruction.</p>	<p>SWD Professional Learning</p> <p>5000-5999: Services And Other Operating Expenditures Base 100,000</p> <p>5000-5999: Services And Other Operating Expenditures IDEA</p> <p>Special Education transfer from base to Special Education</p> <p>1000-4000 Base 42,500,000</p>	<p>All schools are invited to participate in professional learning. Professional learning is integrated into the four quarterly sessions for our special education teachers.</p> <p>The major expenditure represented as the transfer is the entire program funding for special education.</p>	<p>SWD Professional Learning</p> <p>5000-5999: Services And Other Operating Expenditures Base 100,000</p> <p>5000-5999: Services And Other Operating Expenditures IDEA</p> <p>Contribution from General Fund to Special Education</p> <p>1000-4000 Base 43,900,000</p>				

<p>Scope of Service   District wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with Disabilities</u></p>		<p>Scope of Service   District wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with disabilities</u></p>	
<p>Action 1.2: Provide a variety of learning supports including differentiated instruction and interventions for all students as needed.</p> <p>Service: Increase expanded learning opportunities such as before, during and after school interventions, enrichment program and summer programs. Expand summer learning programs to prevent summer learning loss for low income, EL and students with disabilities.</p>	<p>After School Programs at 61 sites and Before School Programs at 11 sites (ASES, 21st Century)</p> <hr/> <p>1000-4000 Grant \$7,000,000</p>	<p>After school programs were provided as described. However, the full allocation of grant funding was not provided in the 2014-2015 LCAP as some grants were awarded after June, 2014.</p>	<p>After School Programs at 61 sites and Before School Programs at 11 sites (ASES, 21st Century).</p> <hr/> <p>1000-1999: Certificated Personnel Salaries Grant 11,781,611</p>
<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	

<p>Services: Provide instructional assistants to help engage and support students while teachers facilitate small group instruction.</p> <p>Offer a multi-tiered system of supports (academic &amp; behavioral) to address the academic needs of low income, EL, foster youth and students with disabilities.</p> <p>Funds are allocated for academic supports and remediation in order to decrease the adverse effects of school mobility on foster youth.</p>	<p>Instructional Assistants for special education classes are employed throughout the district to serve students with disabilities.</p> <p>2000-3000 Base \$6,000,000</p> <p>Resource Teachers at school sites</p> <p>1000-3000 Sup 07 F/R 1,827,076</p> <p>1000-3000 Sup 09 EL 416,529</p> <p>School Psychologist</p> <p>1000-3000 Sup 07 F/R 21,535</p> <p>Teacher Extended Day for Intervention</p> <p>1000-3000 Sup 07 F/R 407,037</p> <p>1000-3000 Sup 09 EL 101,040</p> <p>Contracts for Services: Instructional</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 39,900</p> <p>Supplemental Textbooks, Books, Materials, Production Services</p> <p>4000-4999: Books And Supplies Sup 07 F/R 404,617</p> <p>4000-4999: Books And Supplies Sup 09 EL 82,994</p> <hr/> <p>Foster Youth Services Staff 2000-3000 Base 65,000</p>	<p>Instructional Assistants for special education classes are employed throughout the district to serve students with disabilities. The expenditure is higher than projected because of step and column increases and additional cost of health benefits.</p> <p>At school sites, all the funds for extended day intervention were not used. Supplemental materials costs are still being reconciled.</p> <p>The Foster Youth Services position was not filled this year.</p>	<p>Instructional Assistants</p> <p>2000-3000 Base 6,808,115</p> <hr/> <p>Resource Teachers at school sites</p> <p>1000-3000 Sup 07 F/R 1,770,309</p> <p>1000-3000 Sup 09 EL 413,136</p> <p>School Psychologist</p> <p>1000-3000 Sup 07 F/R 22,188</p> <p>Teacher Extended Day for Intervention</p> <p>1000-3000 Sup 07 F/R 204,749</p> <p>1000-3000 Sup 09 EL 27,215</p> <hr/> <p>Contracts for Services: Instructional</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 39,900</p> <p>Supplemental Textbooks, Books, Materials, Production Services</p> <p>4000-4999: Books And Supplies Sup 07 F/R TBA</p> <p>4000-4999: Books And Supplies Sup 09 EL TBA</p> <hr/> <p>Foster Youth Services Staff 2000-3000 Base 0</p>
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<p>Services: Provide instructional assistants to help engage and support students while teachers facilitate small group instruction.</p>	<p>Instructional Assistants at school sites</p> <p>2000-3000 Sup 07 F/R 715,839</p> <p>Bilingual Instructional Assistants at school sites</p> <p>2000-3000 Sup 09 EL 636,162</p> <p>2000-3000 Title III</p>	<p>Instructional Assistants and Bilingual Instructional Assistants are employed to assist with intervention at school sites.</p> <p>Expenditures lower than expected are a result of hiring later than anticipated.</p>	<p>Instructional Assistants at school sites 2000-3000 Sup 07 F/R 697,683</p> <p>Bilingual Instructional Assistants at school sites</p> <p>2000-3000 Sup 09 EL 511,619</p>				
<table border="1"> <tr> <td>Scope of Service</td> <td>District wide</td> </tr> </table>	Scope of Service	District wide		<table border="1"> <tr> <td>Scope of Service</td> <td>District wide</td> </tr> </table>	Scope of Service	District wide	
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<p>Services: Expand access to specialized programs such as GATE, AP and IB, by providing curricular resources and ongoing professional learning.</p>	<p>GATE Resource Teacher 1000-3000 Base 94,000</p> <p>IB Site Instructional Coordinator / Resource Teacher 1000-3000 Base 250,000</p>	<p>The expenditure for IB (International Baccalaureate) Site Instructional Coordinator and Resource Teacher increased as we have added grade levels to the IB program at Kit Carson.</p>	<p>GATE Resource Teacher 1000-3000 Base 86,734</p> <p>IB Site Instructional Coordinator / Resource Teacher 1000-3000 Base 329,744</p>				

	<p>Professional Development – Specialty Program 5000 Sup 07 F/R 14,000</p> <p>Conference 5000 Sup 07 F/R 3,500</p> <p>Instructional Materials 4000 Sup 07 F/R 7,000</p>		<p>Professional Development – Specialty Program 5000 Sup 07 F/R</p> <p>Conference 5000 Sup 07 F/R</p> <p>Instructional Materials 4000 Sup 07 F/R</p>
<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient                  Other Subgroups: (Specify)</p>		<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient                  Other Subgroups: (Specify)</p>	
<p>Action 1.3: Develop an infrastructure for on-going analysis of student performance and progress by providing teacher release time and collaborative learning time.</p> <p>Services: Implement a comprehensive early literacy assessment system comprised of screening, diagnostic, and progress monitoring tools.</p> <p>Provide additional academic assessment data for ELs and reclassified students who have not made adequate progress.</p>	<p>Student progress is monitored through the District benchmark assessments and data management system. 5000-5999: Services And Other Operating Expenditures Base 120,000</p> <hr/> <p>Teacher Subs for Academic Conferences 1000-3000 Sup 09 EL 13,328</p> <hr/> <p>Contracts for Diagnostic / Intervention Programs  5000-5999: Services And Other Operating Expenditures Sup 07 F/R 14,999</p>	<p>A variety of assessments and diagnostic systems are used to monitor student progress and adjust instruction.</p> <p>The expenditures for materials are still being reconciled.</p>	<p>Student progress is monitored through the District benchmark assessments and data management system.</p> <p>5000-5999: Services And Other Operating Expenditures Base 130,000</p> <hr/> <p>Teacher Subs for Academic Conferences 1000-3000 Sup 07 F/R 14,955</p> <hr/> <p>1000-3000 Sup 09 EL 1,214</p> <hr/> <p>Contracts for Diagnostic / Intervention Programs  5000-5999: Services And Other Operating Expenditures Sup 07 F/R 14,999</p>

	<p>5000-5999: Services And Other Operating Expenditures Sup 09 EL 10,000</p> <p>Materials for Assessment / Data Analysis 4000-4999: Books And Supplies Sup 07 F/R 2,794</p> <p>4000-4999: Books And Supplies Sup 09 EL 64,676</p> <p>Management Information Technician 2000-3000 Title III 90,000</p>		<p>5000-5999: Services And Other Operating Expenditures Sup 09 EL 10,506</p> <p>Materials for Assessment / Data Analysis 4000-4999: Books And Supplies Sup 07 F/R TBA</p> <p>4000-4999: Books And Supplies Sup 09 EL TBA</p> <p>Management Information Technician 2000-3000 Title III 81,049</p>
<p>Scope of Service</p> <p>District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service</p> <p>District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>Producing college and career-ready students is a long-standing goal for Sacramento City Unified School District, and this goal will continue to guide our work, as has been reinforced by our community stakeholders. At the end of this year (2014-15), we will review CAASPP data to establish baseline proficiency and below proficiency levels. With these baselines set, we will establish targets for 2015-16, 2016-17 and 2017-18 school years.</p> <p>The first LCAP Annual Update has shown us that while we have made some gains with student outcomes, there is still work to be done. We continue the implementation of Common Core State Standards, with integrated and designated professional learning focusing on both domains (Math and ELA) within the framework. The focus on the new California ELD standards will be enhanced with an additional "Trailblazer" professional learning cadre in the 2015-16 school year. We are also adding two Training Specialists to facilitate the implementation of the Next Generation Science Standards, and Multilingual Literacy support. All staff will receive professional learning; we will continue to provide it for our instructional assistants, including our bilingual instructional assistants.</p>		

	<p>Many stakeholders expressed the need for additional counselors at the middle school and high school level, to better prepare students for college and career. There will be five additional counselors added to our district to reduce the ratio of students to counselors. We need to do a better job identifying students in the Pathways and additional counselors will result in improved student monitoring.</p> <p>Due to declining enrollment district-wide, Linked Learning Pathways showed a decrease in the number of students enrolled. Starting in 2015-16, we will report Pathways enrollment as a rate, with the target threshold of 60% enrollment in grades 9-12.</p> <p>The district will also continue to focus on early literacy with an additional site for Early Kindergarten, supported by LCFF.</p> <p>We found the need to make a data correction in the percent of students scoring 3 or better on Advanced Placement (AP) Tests. The correct calculation is included in the Expected Annual Measurable Outcomes for 2015-16.</p>
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Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

<p>Original GOAL 2 from prior year LCAP:</p>	<p>Schools will provide students with a clean, healthy, physically and emotionally safe learning environment.</p>		<p>Related State and/or Local Priorities:                  1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/>                  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>                  Local : Specify</p>	
<p>Goal Applies to:</p>	<p>Schools: All</p>	<p>Applicable Pupil Subgroups:</p>	<p>All</p>	
<p>Expected Annual Measurable Outcomes:</p>	<p>1. Maintain FIT (Facilities Inspection Tool) inspection rating at 100%.</p> <hr/> <p>2. Custodians will be increased by 21.5 FTE.</p> <hr/> <p>3. Plant Managers will be increased by 11 FTE.</p> <hr/> <p>4. District-wide attendance rates will increase from 95.37% to 96%.                  Low income: from 95.2% to 96%                  ELs: from 96.12% to 97%                  Foster Youth from 92.99% to 94%</p> <hr/> <p>5. Decrease chronic absence rates (absence of 10% or higher)                  Elementary: from 11.8% to 11.3%                  K-8: from 10.3% to 10.9%                  Middle: from 13.2% to 12.6%                  High: from 22.1% to 21.5%                  Low income: from 14.7% to 14.2%                  ELs: from 11% to 10.5%                  Foster Youth: from 31.1% to 29.6%</p>		<p>Actual Annual Measurable Outcomes:</p>	<p>1. 2014-15 FIT inspection rating: 100%</p> <hr/> <p>2. Custodians increased by &gt; 21.5 FTE. Every site has at least 12 hours of custodial.</p> <hr/> <p>3. Plant managers increased by &gt;11 FTE. Every school site has a Plant Manager.</p> <hr/> <p>4. To be updated at end of academic year                  YTD (from Enrollment &amp; Absence Report <b>Month 8: 4/17/15</b>)                  District-wide <b>95.14%</b></p> <hr/> <p>5. To be updated at end of academic year</p> <p><b>SCUSD implemented a new Student Information System in 2014-15. The district is addressing the programming needs to implement this calculation in order to accurately report this metric.</b></p>

<p>6. Decrease number of Suspensions (out of school):                  Elementary: 1,055;                  K-8: 209;                  Middle: 992;                  High 1,896                  (in School):                  Elementary: 18;                  K-8: 15;                  Middle:36;                  High: 14</p> <hr/> <p>7. Maintain low expulsion rates of less than 0.1% in MS &amp; HS</p> <hr/> <p>8. Decrease 2012-13 HS Cohort Drop Out rate from ALL: 5.9% to 5%;                  EL: from 9.2% to 8.5%;                  Low income: from 5.9% to 5%</p> <hr/> <p>9. Maintain an MS Drop Out rate of less than 1%</p> <hr/> <p>10. Increase percentage of students reporting all positive school climate factors on California Healthy Kids Survey:                  Elementary: +1%;                  Secondary: +1%</p>	<p>6. Suspension Rate: 2013-14: rate: 5.6% (out of school):                  Elementary: 664,                  K-8: 381                  Middle: 500                  High: 1,100                  (In School):                  Elementary: 23                  K-8: 6                  Middle: 41                  High: 16</p> <hr/> <p>7. Expulsion Rate: 2013-14: 0%</p> <hr/> <p>8. HS Cohort Drop Out Rate:                  2012-13: ALL 6.1%,                  EL 9.4%,                  Low Income 6.1%                  2013-14: ALL 5.2%                  EL 9.6%                  Low Income 6.0</p> <hr/> <p>9. MS Drop Out Rate: 2012-13: .08%</p> <hr/> <p>10. Data expected Fall 2015</p>
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**LCAP Year: 2014-2015**

Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
<p>Action 2.1 Students will be provided cleaner, better maintained learning environments.</p>	<p>Restore Custodians/Plant Managers                  2000-3000 Suppl/Con \$2,000,000</p>	<p>All schools received a Plant Manager, and at least 12 hours per week of custodial time.</p>	<p>Restore Custodians/Plant Managers                  2000-3000 Suppl/Con 2,000,000</p>
<p>Service: Cleaner, better maintained schools are more inviting and comfortable learning environments to encourage students to attend school.</p>	<p>Additional Custodial operational supplies                  4000-4999: Books And Supplies                  Suppl/Con \$650,000</p>		<p>Additional custodial operational supplies (in addition to school site allocations).                  4000-4999: Books And Supplies                  Suppl/Con 670,791</p>

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<p>Action 2.2</p> <p>All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning.</p> <p>Service:</p> <p>Assistance to school sites in developing and maintaining safe school plans and relationships with students and staff to facilitate safer, more positive school climates.</p>	<p>Restorative Justice Programs</p> <hr/> <p>1000-4000 Suppl/Con \$200,000</p> <p>Safe Schools Manager</p> <hr/> <p>2000-3000 Base \$100,000</p>	<p>Restorative Justice Practices have not been fully implemented. The funding in this area will carry over to the 2015-2016 school year to fulfill this intended service.</p> <p>Safe Schools Manager allocation will be increased in the 2015-16 plan to better reflect the total funds needed to support this position.</p>	<p>Restorative Justice Programs</p> <hr/> <p>1000-4000 Suppl/Con 1,547</p> <p>Safe Schools Manager</p> <hr/> <p>2000-3000 Base 128,679</p>				
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<p>Service: Community based positive programs support families and schools to prevent attendance problems.</p>	<p>School Resource Officers</p> <p>5000-5999: Services And Other Operating Expenditures Suppl/Con 300,000</p> <p>Attendance, Drop-Out Prevention Coordinator &amp; Specialist, Attendance Incentives</p> <p>1000-4000 Base 75,000</p>	<p>Each comprehensive high school has one School Resource Officer assigned. There is one additional officer for district wide needs. This represents a portion of the contract with the City of Sacramento.</p> <p>The overage in the Attendance Coordinator represents a more senior person in this role with a higher rate of pay. Attendance Incentives were not used.</p>	<p>School Resource Officers (30% of district contract)</p> <p>5000-5999: Services And Other Operating Expenditures Suppl/Con 302,198</p> <p>Attendance, Drop-Out Prevention Coordinator &amp; Specialist, Attendance Incentives</p> <p>1000-4000 Base 94,211</p>
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<p>Service: Mental and physical health supports are provided by nurses and social workers.</p> <p>District Connect Center staff provides insurance enrollments and support services for students with academic, behavior, attendance and/or social-emotional concerns.</p>	<p>Nurses; Health Aides; Social Workers</p> <p>1000-3000 Base 520,000</p> <p>District Connect Center staff</p> <p>1000-3000 Base 200,000</p>	<p>District nurses, health aides and social workers provide mental and physical supports to students. Slight increases represent added per diem costs.</p>	<p>Nurses; Health Aides; Social Workers</p> <p>1000-3000 Base 540,000</p> <p>District Connect Center staff</p> <p>1000-3000 Base 230,068</p>
<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p>		<p>Scope of Service   District wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p>	

_ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		_ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
<p>Services: Supports and training for positive school climates, including bullying prevention, Restorative Justice, and Positive Behavior Intervention Support (PBIS) systems.</p> <p>School staff will receive training in culturally competent classrooms.</p> <p>Mental and physical health supports are provided by nurses and social workers.</p> <p>Learning Support Specialists and Case Managers plan, organize and coordinate learning support services for low income, ELs, foster youth, and students with disabilities with academic, behavior, attendance, and/or social-emotional needs.</p> <p>Ensure Foster Youth liaison has adequate time, knowledge, and resources to fully execute the responsibilities of the Foster Youth Ed Liaison in order to decrease adverse effects of school mobility on Foster Youth.</p>	<p>Bullying Prevention Specialist</p> <p>1000-3000 Base 200,000</p> <p>PBIS Coaching, Data Management 5000-5999: Services And Other Operating Expenditures Grant</p> <p>Social Emotional Learning - Professional Learning, Coordinator</p> <p>1000-3000 Grant 163,000</p> <p>Books, Instructional Materials</p> <p>4000-4999: Books And Supplies Sup 07 F/R 6,300</p> <p>4000-4999: Books And Supplies Sup 09 EL 11,201</p> <p>Social Workers</p> <p>1000-3000 Sup 07 F/R 115,151</p> <p>Nurses</p> <p>1000-3000 Sup 07 F/R 79,960</p> <p>Learning Support Specialists</p> <p>2000-3000 Sup 07 F/R 224,354</p> <p>Case Managers &amp; Student Outreach Worker</p> <p>2000-3000 Sup 07 F/R 82,708</p> <p>Foster Youth Services Staff</p> <p>1000-4000 Title ID</p>	<p>The Bullying Prevention Specialist and the Social Emotional Learning Coordinator are responsible for leading many positive climate activities, including training of staff and parents, conferencing with the community, and outreach.</p> <p>Because of the availability of grant funds, the Bullying Prevention Specialist and the Social Emotional Learning (SEL) Director did not expend all the allocation.</p> <p>The expenditures for staff are higher than anticipated because of step and column increases and higher health benefit costs.</p>	<p>Bullying Prevention Specialist</p> <p>1000-3000 Base 111,914</p> <p>PBIS Coaching, Data Management 5000-5999: Services And Other Operating Expenditures Grant</p> <p>Social Emotional Learning - Professional Learning, Director</p> <p>1000-3000 Grant 138,665</p> <p>Books, Instructional Materials</p> <p>4000-4999: Books And Supplies Sup 07 F/R TBA</p> <p>4000-4999: Books And Supplies Sup 09 EL TBA</p> <p>Social Workers</p> <p>1000-3000 Sup 07 F/R 116,433</p> <p>Nurses</p> <p>1000-3000 Sup 07 F/R 81,634</p> <p>Learning Support Specialists</p> <p>2000-3000 Sup 07 F/R 295,652</p> <p>Case Managers &amp; Student Outreach Worker</p> <p>2000-3000 Sup 07 F/R 75,262</p> <p>Foster Youth Services Staff (no expenditure in this Goal; see Goal 1, Action 1.1) 1000-4000 Title ID</p>

Scope of Service	District wide	Scope of Service	District wide
<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Action 2.3 Schools will provide more varied opportunities for students to become interested in school and learning through technology based activities, project based learning, extended extracurricular, and expanded learning program involvement.</p> <p>Services: Librarians/media technicians assist with research and project based learning. Librarians/media technicians assist low income, EL, and foster students with research and project based learning Resources to maintain libraries and media centers. Low income, EL and foster youth have access to computer hardware and software to enhance instruction and provide career technical and college readiness activities.</p>	<p>District librarians 2000-3000 Suppl/Con 1,000,000</p> <hr/> <p>Librarians, Library Media Technicians, Library Clerks</p> <p>2000-3000 Sup 07 F/R 114,771</p> <p>2000-3000 Sup 09 EL 15,273</p> <p>Supplemental materials, Library Books, Production Services</p> <p>4000-4999: Books And Supplies Sup 07 F/R 88,221</p> <p>4000-4999: Books And Supplies Sup 09 EL 34,645</p> <p>Computer Hardware 4000-4999: Books And Supplies Sup 07 F/R 217,772</p> <p>Sup 09 EL 44,348</p> <p>Professional Development on Computer Instruction</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 118,000</p> <p>Foster Youth Services Staff</p> <p>1000-4000 Title ID</p>	<p>Librarians/media technicians assist with research and project based learning. Increase in expenditure is a result of step and column increases and higher costs for benefits.</p> <p>Site based expenditures are still being reconciled.</p>	<p>District librarians 2000-3000: Classified Personnel Salaries Suppl/Con 1,223,132</p> <p>Librarians, Library Media Technicians, Library Clerks</p> <p>2000-3000 Sup 07 F/R 271,725</p> <p>2000-3000 Sup 09 EL 25,114</p> <p>Supplemental materials, Library Books, Production Services</p> <p>4000-4999: Books And Supplies Sup 07 F/R TBA</p> <p>4000-4999: Books And Supplies Sup 09 EL TBA</p> <p>Computer Hardware 4000-4999: Books And Supplies Sup 07 F/R 114,482</p> <p>Sup 09 EL 26,659</p> <p>Professional Development on Computer Instruction</p> <p>5000-5999: Services And Other Operating Expenditures Sup 07 F/R 85,390</p> <p>Foster Youth Services Staff (no expenditures in this Goal; see Goal 1, Action 1.1). 1000-4000 Title ID</p>

Scope of Service	District wide	Scope of Service	District wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
<p>Action 2.3 Schools will provide more varied opportunities for students to become interested in school and learning through technology based activities, project based learning, extended extracurricular, and expanded learning program involvement.</p> <p>Service: Computer hardware to enhance instruction and provide career technical and college readiness activities.</p>	<p>Complete Computer implementation, Carts, Internet Upgrade, Network Upgrade</p> <hr/> <p>4000-4999: Books And Supplies Bond 500,000</p>	<p>Technology expenditures were significantly more than indicated, and included our Infinite Campus Student Information System, and other network upgrades. Funds used were bond measures E and I, and Q, as well as E-rate dollars.</p>	<p>Complete Computer implementation, Carts, Internet Upgrade, Network Upgrade</p> <hr/> <p>5000-5999: Services And Other Operating Expenditures Bond <b>1,290,557.70</b></p>

Scope of Service	District wide	Scope of Service	District wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	<p>Ensuring that every student attends a school that is safe, clean and healthy is a top priority for Sacramento City Unified and a goal that is shared by our families, staff, students and community partners, reinforced by our survey and community conversations. This commitment can be seen in SCUSD's work to improve the climate at our schools through bullying prevention efforts, our Social Emotional Learning focus, our Men's Leadership Academies and our Restorative Practices initiative. While not reflected in this plan, SCUSD's Healthy Food Task Force is working to improve the quality of the 50,000 meals Nutrition Services provides to children daily and to promote the planting of school gardens to help children see the link between healthy eating and an improved lifestyle.</p> <p>During the Great Recession, cuts to custodial staff, plant managers and student support workers stretched thin our resources. With direction from the LCAP and with additional funding from LCFF and Proposition 30, many of these critically important positions are being restored. As we continued to hear from stakeholders about the condition of school sites, we plan to increase custodial staff further.</p> <p>A portion of the contract with Sacramento Police Department for School Resource Officers (SROs) was funded by LCFF in the 2014-15 school year. Stakeholders, most notably the LCAP Parent Advisory Committee, questioned the use of supplemental and concentration dollars for that service. For the 2015-16 school year, district SROs have been moved to base funding.</p> <p>Because the Restorative Justice Practices were not fully implemented as planned, we will carry over the funding in this area to fulfill this intended service. Positive school climate is one of the top priorities for our community, and we have hired an Associate Superintendent of Equity to lead this work, including the development of metrics to show the effects of our expanding Social Emotional Learning programs.</p> <p>Expansion of our nursing staff, social worker staff and mental health services will further our objectives under this LCAP goal.</p>		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

<p>Original GOAL 3 from prior year LCAP:</p>	<p>Parents, family and community stakeholders will become more fully engaged as partners in the education of students in SCUSD.</p>	<p>Related State and/or Local Priorities:          1 _ 2 <u>X</u> 3 <u>X</u> 4 <u>X</u> 5 _ 6 _ 7 _ 8 <u>X</u>          COE only: 9 _ 10 _          Local : Specify <u>Pillar III</u></p>	
<p>Goal Applies to: Schools: All          Applicable Pupil Subgroups: All</p>			
<p>Expected Annual Measurable Outcomes:</p>	<ol style="list-style-type: none"> <li>1. Parent Resource Centers will increase from 47 schools (63%) to 56 schools (75%).</li> <li>2. Parent/Teacher Home Visits will increase from 3,300 to 3,500.</li> <li>3. Academic Parent Teacher Team school participation will increase from 13 to 15 schools.</li> <li>4. Increase percent of schools with parent leadership organizations (PTA, PTO, PTSA, etc.) from 75% to 77%.</li> <li>5. Increase school sites and parent participation in Parents As Partners to:             <ul style="list-style-type: none"> <li>• School Site Participation: from 19 (25%) to 22 (29%).</li> <li>• Total Participants: 300</li> <li>• EL Participants: 215 (72%)</li> </ul> </li> <li>6. LCAP Survey Result Increases:              Total Responses: from 1,291 to 1,500              Low Income: from 62% to 64%              English Learner: from 46% to 47%</li> </ol> <p>Maintain:              Parent/Family: 45%              Students: 28%              Staff: 20%              Community Members: 6%              Community Partners: 1%</p>	<p>Actual Annual Measurable Outcomes:</p>	<ol style="list-style-type: none"> <li>1. Parent Resource Centers are in 54 schools (72%).</li> <li>2. Parent/Teacher Home Visits number 2,300 (as of 1/30/15).</li> <li>3. Academic Parent Teacher Team school participation is <b>11</b> schools.</li> <li>4. Percent of schools with parent leadership organizations (PTA, PTO, PTSA, etc.): 75% - <b>54 schools</b>.</li> <li>5. Participation in Parents As Partners: 0 (expanded/re-branded)              Participation in the Parent Leadership Pathway (as of <b>5/27/15</b>)             <ul style="list-style-type: none"> <li>• School Site Participation: 22 (29%).</li> <li>• Total Participants: 250</li> <li>• EL Participants: 207 (83%)</li> </ul> </li> <li>6. LCAP Survey Results (as of <b>5/27/15</b>):              Total Responses: 353 (fall) + <b>1922 (spring)</b>              Low Income: 53% (fall) + <b>66% (spring)</b>              English Learner: 35% (fall) + <b>51% (spring)</b></li> </ol> <p>Parent/Family: 66.5% (fall) <b>53% (spring)</b>              Students: 5.2% (fall) <b>11% (spring)</b>              Staff: 16.1% (fall) <b>25% (spring)</b>              Community Members: 10.2% (fall) <b>8% (spring)</b>              Community Partners: 2% (fall) <b>1% (spring)</b></p>

LCAP Year: 2014-2015

Planned Actions/Services		Actual Actions/Services	
Budgeted Expenditures		Estimated Actual Annual Expenditures	
<p>Action 3.1 Stakeholders will have improved opportunities to participate in district/site activities that increase their skills as partners in education.</p> <p>Service: District provides parent outreach and education services and the establishment of Site Parent Resource Centers. Academic Parent-Teacher Teams and the Parent/Teacher Home Visit Program focus on improved student learning inside and outside school.</p>	District Parent Resource Center staff	District Parent Resource Center increased the number of Family Partnership Facilitators on staff from 2 to 3.5. The number of Parent Resource Centers at school sites increased and the number of participants in parent education and training did not met goals due to an unfilled position.	District Parent Resource Center staff
	2000-2999: Classified Personnel Salaries Base 150,000		2000-2999: Classified Personnel Salaries Base 354,231
	2000-2999: Classified Personnel Salaries Title I		2000-2999: Classified Personnel Salaries Title I
	Academic Parent-Teacher teams and the Parent/Teacher Home Visit Program 1000-4000 Title I 235,000	While data is not available until after June 30, the district is on pace to meet or exceed the number of home visits. Because of unanticipated staffing changes at several schools, Academic Parent-Teacher Team participation did not increase as planned.	Academic Parent-Teacher Teams and the Parent/Teacher Home Visit Program 1000-4000 Title I 244,000
	Parent Advisors at school sites 2000-3000 Sup 07 F/R 106,290		Parent Advisors at school sites
	2000-3000 Sup 09 EL 27,119		2000-3000 Sup 07 F/R 9,276
	Parent Training at school sites 5000-5999: Services And Other Operating Expenditures Sup 07 F/R 12,736		2000-3000 Sup 09 EL
	5000-5999: Services And Other Operating Expenditures Sup 09 EL 11,745		Parent Training at school sites
	Child Care at school sites	The allocations for parent engagement activities and staff at school sites were not fully expended; however the need for child care was greater than expected.	5000-5999: Services And Other Operating Expenditures Sup 07 F/R 4,983
2000-3000 Sup 07 F/R 3,400		5000-5999: Services And Other Operating Expenditures Sup 09 EL 1,710	
2000-3000 Sup 09 EL 1,957		Child Care at school sites 2000-3000 Sup 07 F/R 14,973	
Scope of Service	District wide, school wide	Scope of Service	District wide, school wide
<input checked="" type="checkbox"/> All		<input checked="" type="checkbox"/> All	
OR:		OR:	
<input type="checkbox"/> Low Income pupils		<input type="checkbox"/> Low Income pupils	
<input type="checkbox"/> English Learners		<input type="checkbox"/> English Learners	
<input type="checkbox"/> Foster Youth		<input type="checkbox"/> Foster Youth	
<input type="checkbox"/> Redesignated fluent English proficient		<input type="checkbox"/> Redesignated fluent English proficient	
<input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> Other Subgroups: (Specify)	

<p>Action 3.2 Stakeholders will receive improved district and site communications, including translation/interpretation services.</p> <p>Service: Translation and interpretation services are provided in 5 languages by bilingual staff at district events and in schools.</p>	<p>Matriculation and Orientation Center (MOC) translators</p> <p>2000-2999: Classified Personnel Salaries Suppl/Con 678,769</p> <p>School Community Liaisons at school sites</p> <p>2000-3000 Sup 07 F/R 191,238</p> <p>2000-3000 Sup 09 EL 41,756</p> <p>Parent Meeting Supplies at school sites</p> <p>4000-4999: Books And Supplies Sup 07 F/R 10,133</p> <p>4000-4999: Books And Supplies Sup 09 EL 6,159</p> <p>Parent Communication Expenses at school sites</p> <p>4000-4999: Books And Supplies Sup 07 F/R 7,752</p> <p>4000-4999: Books And Supplies Sup 09 EL 4,238</p> <p>Translation Services at school sites</p> <p>2000-3000 Sup 07 F/R 23,687</p> <p>2000-3000 Sup 09 EL 23,091</p>	<p>District documents are translated into the five most common home languages of families. The MOC staff also provides interpretation services for the Enrollment Center, CELDT testing, and parent meetings such as IEPs, conferences and district trainings or information sessions.</p> <p>At school sites, the total allocations for School Community Liaisons increased due to step and column increases. All projected expenses for communications and translation were not expended.</p>	<p>Matriculation and Orientation Center (MOC) translators</p> <p>2000-2999: Classified Personnel Salaries Suppl/Con 697,144</p> <p>School Community Liaisons at school sites</p> <p>2000-3000 Sup 07 F/R 241,841</p> <p>2000-3000 Sup 09 EL 16,044</p> <p>Parent Meeting Supplies at school sites</p> <p>4000-4999: Books And Supplies Sup 07 F/R 10,592</p> <p>4000-4999: Books And Supplies Sup 09 EL 1,674</p> <p>Parent Communication Expenses at school sites</p> <p>4000-4999: Books And Supplies Sup 07 F/R 199</p> <p>4000-4999: Books And Supplies Sup 09 EL 38</p> <p>Translation Services at school sites</p> <p>2000-3000 Sup 07 F/R 2,985</p> <p>2000-3000 Sup 09 EL 23,716</p>								
<table border="1"> <tr> <td data-bbox="86 1105 233 1175">Scope of Service</td> <td data-bbox="239 1105 562 1175">District wide, school wide</td> </tr> <tr> <td colspan="2" data-bbox="86 1180 562 1481"> <input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District wide, school wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1031 1105 1178 1175">Scope of Service</td> <td data-bbox="1184 1105 1520 1175">District wide, school wide</td> </tr> <tr> <td colspan="2" data-bbox="1031 1180 1520 1481"> <input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District wide, school wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District wide, school wide										
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											
Scope of Service	District wide, school wide										
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											

<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>Increasing Family and Community Engagement is a top priority for the Sacramento City Unified School District (SCUSD). The work of the district Parent Resource Center staff has been recognized by the California Department of Education as progressive, trending towards innovative, on the State Family Engagement Framework rubric. The focus of the department is to increase the capacity of both parents and staff in best practices of family engagement, so that families feel valued and empowered to be advocates for their students' educational needs.</p> <p>The Parent/Teacher Home Visit Project (PTHVP) is a valued partner of the SCUSD, successfully building relationships with families as they help them to understand how to support their students' academic performance. The Parent/Teacher Home Visit Project team expanded their Academic Parent-Teacher Team (APTT) model this year, but some school sites did not have the capacity to support it. While highly successful, the goals for APTT will be set slightly lower in the next year.</p> <p>This year, the Parents as Partners in Schools workshop series was expanded into the Parent Leadership Pathway (PLP), based on the need to provide additional learning opportunities for parents. The PLP is a three-tiered series offering progressively more sophisticated topics on education and parenting as participants complete each 10 week session. The series is offered at school sites, in the language(s) both verbal and written of that community, at the time determined by the parent participants' site, with childcare and a light snack provided. The number of parent participants in the workshop series did not reach the set goal, due to a staff transfer, the number of EL participants in the program exceeded the target. The program will continue for the 2015-16 school year.</p> <p>There are a number of other engagement opportunities within our district for parents. Parents and caregivers are offered other learning activities, such as the monthly Parent Information Exchange luncheon, field trips to CSU Sacramento and Sacramento City College, and parent advisory committees such as the District Advisory Committee, Community Advisory Committee for Special Education, and the District English Learner Advisory Committee. Parent Resource Center staff also provided one- and two-hour workshops at school sites throughout the year for School Site Councils, PTAs, and other parent meetings on a variety of topics, as well as staff training in parent engagement through the Parent Resource Center Collaborative.</p> <p>The activities of the district Parent Resource Center staff and the Parent/Teacher Home Visit Project will continue for the 2015-16 year. However, because Parent Engagement allocations at school sites were not always fully realized, we will track the allocations more closely in 2015-16 with the expectation that sites will utilize the funds that they encumbered.</p>
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Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	<u>\$38,968,878</u>
<p>In Sacramento City Unified School District, the percentage of students within the target subgroups is approximately 71% of the overall student population. The estimated supplemental and concentration target funding is \$61,750,643. Out of this amount, approximately \$21,170,484 LCFF supplemental and concentration grant funds were budgeted district-wide for supports such as class size reduction, expansion of early learning opportunities, Linked Learning Career Pathways, professional learning; and additional staff, including counselors, nurses, social workers, librarians, and parent outreach staff and translators.</p>	
<p>Our student data as well as stakeholder input helped to inform the district that these expenditures are necessary and appropriate for our target subgroups. The table below indicates how expenditures will be used to meet the needs of ELs, low income students, and foster youth.</p>	
<ul style="list-style-type: none"> <li>- Class size reduction: \$7,046,000</li> <li>- Expansion of Preschool supports and Early Kindergarten/Transitional Kindergarten: \$2,990,000</li> <li>- Linked Learning / Career Pathways: \$2,294,000</li> <li>- Academic Counselors for middle and high school: \$3,650,000</li> <li>- Foster Youth Program Associate: \$88,000</li> <li>- Nursing staff: \$1,080,000</li> <li>- School psychologists: 676,000</li> <li>- Social workers: \$734,272</li> <li>- District librarians: \$1,300,000</li> <li>- Parent outreach staff: \$430,201</li> <li>- Translation staff: \$882,011</li> </ul>	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

13.11 %

The calculated percentage by which services must be increased for the unduplicated students is 13.11%.

Increased or improved services are provided to unduplicated pupils in the following areas:

- Academic Counselors in middle school and high school: \$650,000
- Training specialists: \$240,000
- Linked Learning / Career Pathways: \$300,000
- Multilingual Literacy Districtwide support: \$100,000
- Additional Early Kindergarten site: \$60,000
- Assistant Principals: \$399,000
- Foster Youth Services Program Associate: \$88,000
- Custodial staff: \$2,000,000
- Programs to improve school climate: \$650,000
- Nursing staff: \$560,000
- Social workers: \$230,000
- Translators: \$120,000

**LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX**

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) “Middle School dropout rate” shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) “High school dropout rate” shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) “High school graduation rate” shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

**Meeting Date:** June 18, 2015

**Subject:** Adopt Proposed Fiscal Year 2015-2016 Budget for All Funds

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

**Division:** Business Services

**Recommendation:** Adopt the proposed 2015-16 Budget for all funds as presented at the Public Hearing on June 4, 2015 Board Meeting.

**Background/Rationale:** At the June 4, 2015 Board meeting, a public hearing was conducted on the proposed 2015-16 Budget for all funds. Administration is now requesting action to adopt the proposed Budget. As indicated at the prior Board meeting, by June 30<sup>th</sup> of each year, the school district must adopt a budget for all funds for the ensuing fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June 30<sup>th</sup>. The 2015-16 Budget establishes expenditure authority for the district to conduct business for the next fiscal year.

The proposed 2015-16 budget is based on the May Revise Budget that was presented by the Governor on May 14, 2015, but incorporates recommendations from the Sacramento County Office of Education. While the Governor's May Revise Budget is a very significant event in the process, the final impact to the district will not be known until the state budget is signed. School districts have 45 days after the final state budget is signed to amend and resubmit their budget.

The complete set of state required forms is quite voluminous and it is available on the district's website as presented at the June 4, 2015 Board Meeting.

**Financial Considerations:** The proposed budget establishes expenditure authority for all funds.

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

**Documents Attached:**

1. All the documents presented on First Reading on June 4, 2015 Board Meeting, Agenda 9.3 applies, [http://www.scusd.edu/sites/main/files/file-attachments/9.3 - mon copy.pdf](http://www.scusd.edu/sites/main/files/file-attachments/9.3_-_mon_copy.pdf)
2. Adopted Budget Summary All Funds
3. Power Point Presentation

**Estimated Time of Presentation:** 15 Minutes

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

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



# Adopt Proposed 2015-16 Budget for All Funds

June 18, 2015  
Agenda Item No. 10.6

Presented By  
Gerardo Castillo, CPA, Chief Business Officer  
Michael Smith, Director of Fiscal Services

## OVERVIEW

- Summary of Budget Process
- Community Priority Coalition Recommendations
- Additional General Fund Revenues and Expenses
- Summary of General Fund
- General Fund Balance
- Summary of Other Funds
- Local Control Funding Formula (LCFF) Calculation
- Fiscal Condition
- Next Steps

## **Summary of 2015-16 Budget Process**

- December 4      2014-15 First Interim Financial Report – Positive Status – Action
- December 18    Budget Timeline and Process for 2015-16 – Action
- January 8        Appointment of LCAP Advisory Committee
- January 22       Summary of the Governor’s January Proposal - Information

## **Summary of 2015-16 Budget Process Cont'd**

- February 5 2016-17 Budget Reductions -Conference
- February 19 2016-17 Budget Reductions - Action
- Feb/May LCAP Engagement
- March 19 2014-15 Second Interim Financial Report – Positive Status – Action
- April 23 LCAP Update - Information
- May 21/27 May Revise Update/Budget Workshop
- June 4/18 Public Hearing/Action on 2015–16 Adopted Budget for All Funds - Action

# **Community Priority Coalition (CPC)**

<b>CPC Priorities</b>	<b>Recommendation</b>
<b>Class size reductions 24:1.</b>	<b>\$4 Million for class size reduction.</b>
<b>Restorative Justice/Culturally competent professional development.</b>	<b>\$3.3 Million (\$2.8 Million for professional development and \$500,000 for materials)</b>
<b>After school and early intervention programs.</b>	<b>No additional funding, but better planning and improved monitoring is needed to meet students' needs.</b>

# General Fund New Rev./Exp. Summary

Summary	
<b>Estimated Revenues</b>	<b>Amount</b>
Governor's January Budget - New 2015-16 Revenue	\$17,225,883.00
May Revise - Additional 2015-16 Revenue (\$12M ongoing/\$16M one-time)	\$28,000,000.00
<b>Total Additional Increase Revenue</b>	<b>\$45,225,883.00</b>
<b>Estimated Expenditures</b>	
<b>Total Fixed Costs</b>	<b>\$15,401,546.99</b>
<b>Total Recommendations</b>	<b>\$29,824,336.01</b>
Total Additional Expenditures	\$45,225,883.00
<b><i>Net Remaining Unallocated Revenue</i></b>	<b>\$0.00</b>

# General Fund Additional Expenditures

<b>Fixed Costs (Including Collective Bargaining Agreements)</b>	<b>Amount</b>
Increase in utilities, electric and water cost	\$450,000.00
Salary Increase by 1% for all bargaining units	\$2,218,331.00
K-3 CSR for sites above 75% F/R (decrease by 2 students)	\$3,407,056.00
Increase in Step and Column - Certificated	\$2,402,690.94
Increase in Step and Column - Classified	\$215,737.28
Increase in Health Benefit costs - 7% projected	\$3,956,807.77
Increase in STRS contribution (Unrestricted only)	\$2,462,016.00
Increase in CalPERS contribution (Unrestricted only)	\$288,908.00
<b>Total Fixed Costs</b>	<b>\$15,401,546.99</b>

# General Fund Additional Expend Cont'd

Superintendent Recommendations- College and Career Ready Students	Amount
Assistant Principals @ Middle Schools and American Legion	\$663,000.00
Linked Learning (Replace expiring grant)	\$300,000.00
Adult Ed (Parent Participation Preschool)	\$230,000.00
TOSAs (2 FTE) Infinite Campus - Support for Schools	\$220,000.00
Stipends for HS Dept. Leads	\$65,000.00
High School Athletic Stipend, \$10,000 per High School	\$50,000.00
Visions 2000 Summer Program	\$230,000.00
UCAN - College Fair	\$78,000.00

# General Fund Additional Expend Cont'd

Superintendent Recommendations- College and Career Ready Students	Amount
CSR for schools below 75% FR; 16FTE	\$1,600,000.00
5 FTE Counselors	\$650,000.00
School Climate/Restorative Practices	\$450,000.00
Social Emotional Learning and Discipline	\$200,000.00
PE Equipment and Curriculum	\$74,000.00
VAPA Music Instruments	\$20,000.00
Fund Balance - To prepare for FY 2016-17 and beyond	\$3,576,000.00
Transfer to Child Development Fund to sustain programs	\$1,500,000.00
Assistant Principals (per enrollment needs at high schools - CKM, JFK, SES)	\$399,000.00

# General Fund Additional Expend Cont'd

Superintendent Recommendations- College and Career Ready Students	Amount
Multilingual Literacy	\$100,000.00
Collaborative Time - 2 days	\$2,000,000.00
Purchase Computers for Instruction	\$500,000.00
Technology Implementation Upgrades	\$450,000.00
Library Textbook Services System	\$25,000.00
VAPA Music Instruments/PE Items	\$68,750.00
Update Computers in Training Lab	\$50,000.00
Infinite Campus Coach Stipends	\$50,000.00

# General Fund Additional Expend Cont'd

Superintendent Recommendations- College and Career Ready Students	Amount
Purchase Computers for Support Staff	\$20,000.00
Social Workers/Mental Health Services 2 FTE *	\$230,000.00
Early Kinder Expansion*	\$60,000.00
2 Training Specialists Science*	\$240,000.00
2 Special Ed Psychologists*	\$266,000.00
Infinite Campus Support	\$60,000.00
Publications/Marketing	\$30,000.00
<b>Total College and Career Ready Students - LCAP Goal #1</b>	<b>\$14,454,750.00</b>

\* Based in part on Board recommendations discussed at the May 27 Board meeting

# General Fund Additional Expend Cont'd

Superintendent Recommendations - Safe, Healthy and Clean Schools	
Restore Custodial Support Staff - Clean Schools	\$2,000,000.00
2 Bus Service Attendants	\$100,000.00
Immunization Clinic Staffing	\$15,384.00
2 Fire Alarm Techs	\$140,000.00
Nurses - 6.38 FTE to maintain cuts from MAA	\$735,000.00
Nurses- (Additional 3 FTE)	\$345,000.00
1 School Resource Officer (SRO)	\$150,000.00
Replace Outdated transportation equipment	\$2,000,000.00
Desk/Chairs High Schools	\$150,000.00
504 Accommodations	\$125,000.00
ADA/OCR Compliance	\$100,000.00
1 Security Staff*	\$70,000.00
Staff Development for Classified Staff	\$75,000.00
<b>Total Safe, Healthy and Clean Schools - LCAP Goal #2</b>	<b>\$6,005,384.00</b>

\*Based in part on Board recommendations discussed at the May 27 Board meeting

# General Fund Additional Expend Cont'd

## Superintendent Recommendations - Family and Community Engagement

Washington Proposal (Staff/Marketing)	\$180,000.00
Home Visit Project /Additional Admin Support *	\$35,000.00
Ombudsman- increase from 6 hours to 8 hours	\$45,000.00
Clerical Support for Charter Oversight/Security/Legal -1 FTE	\$70,000.00
Board Staff –Personnel*	\$80,000.00
\$10,000 Budget for each Board Member*	\$70,000.00
Additional Translators (1 Spanish, 1 Hmong) for Matriculation and Orientation Center*	\$120,000.00
Web Portal Contract for Data Dashboard	\$99,202.01
<b>Total Family and Community Engagement - LCAP Goal #3</b>	<b>\$699,202.01</b>

\* Based in part on Board recommendations discussed at the May 27 Board meeting

# General Fund Additional Expend Cont'd

Other Postemployment Benefits (OPEB)	\$6,095,000.00
Increase our Fund Balance	\$2,000,000.00
Buy Down Vacation Liability (3 Days)	\$570,000.00
<b>All Goals</b>	<b>\$8,665,000.00</b>

# General Fund Summary Rev./Exp.

Estimated Revenues		Amount
Governor's January Budget - New 2015-16 Revenue		\$17,225,883.00
May Revise - Additional 2015-16 Revenue (\$12M ongoing/\$16M one-time)		\$28,000,000.00
Total Additional Increase Revenue		\$45,225,883.00
Expenditures		
		<b>Fixed Costs</b>
		<b>\$15,401,546.99</b>
Total College and Career Ready Students - LCAP Goal #1		\$ 14,454,750.00
Total Safe, Healthy and Clean Schools - LCAP Goal #2		\$ 6,005,384.00
Total Family and Community Engagement - LCAP Goal #3		\$ 699,202.01
All Goals		\$ 8,665,000.00
Total Additional Expenditures		\$45,225,883.00
Net Remaining Unallocated Revenue		\$0.00

# General Fund Revenue Summary

• Beginning Fund Balance	\$ 30.288 M
• Revenues	\$ 466.309 M
• Transfers In	
Charter School Fees	<u>\$ 1.386 M</u>
<b>Total Revenues</b>	<b>\$ 497.983 M</b>

# General Fund Summary

• Total Revenues	\$ 497.984 M
• Less Expenditures	<u>\$ 470.530 M</u>
<b>Ending Fund Balance</b>	<b>\$ 27.454 M</b>

# General Fund Summary Cont'd

- Ending Fund Balance

- Reserves:

▪ Revolving Cash and Stores	\$ .545 M
▪ Reserve for Economic Uncertainties	\$ 18.763 M
▪ Increase Retirement Costs/ Prop 30 Expiration starting in 2016	\$ 5.576 M
▪ District wide Technology Upgrades	\$ 2.000 M
▪ Buy Down 3 days of Vacation Liability	<u>\$ .570 M</u>
▪ <b>Total Reserves</b>	<b>\$ 27.454 M</b>

# Expenditures Included in 2015-16 Budget

•Certificated Salaries	\$180.257 M
•Classified Salaries	\$ 56.364 M
•Employee Benefits	<u>\$136.353 M</u>
<b>Sub-Total</b>	<b>\$372.974 M</b>

- 79.55% of Total Expenditures
  - Unrestricted Funding – 88.40%

**Expenditures Included in 2015-16 Budget Cont'd**

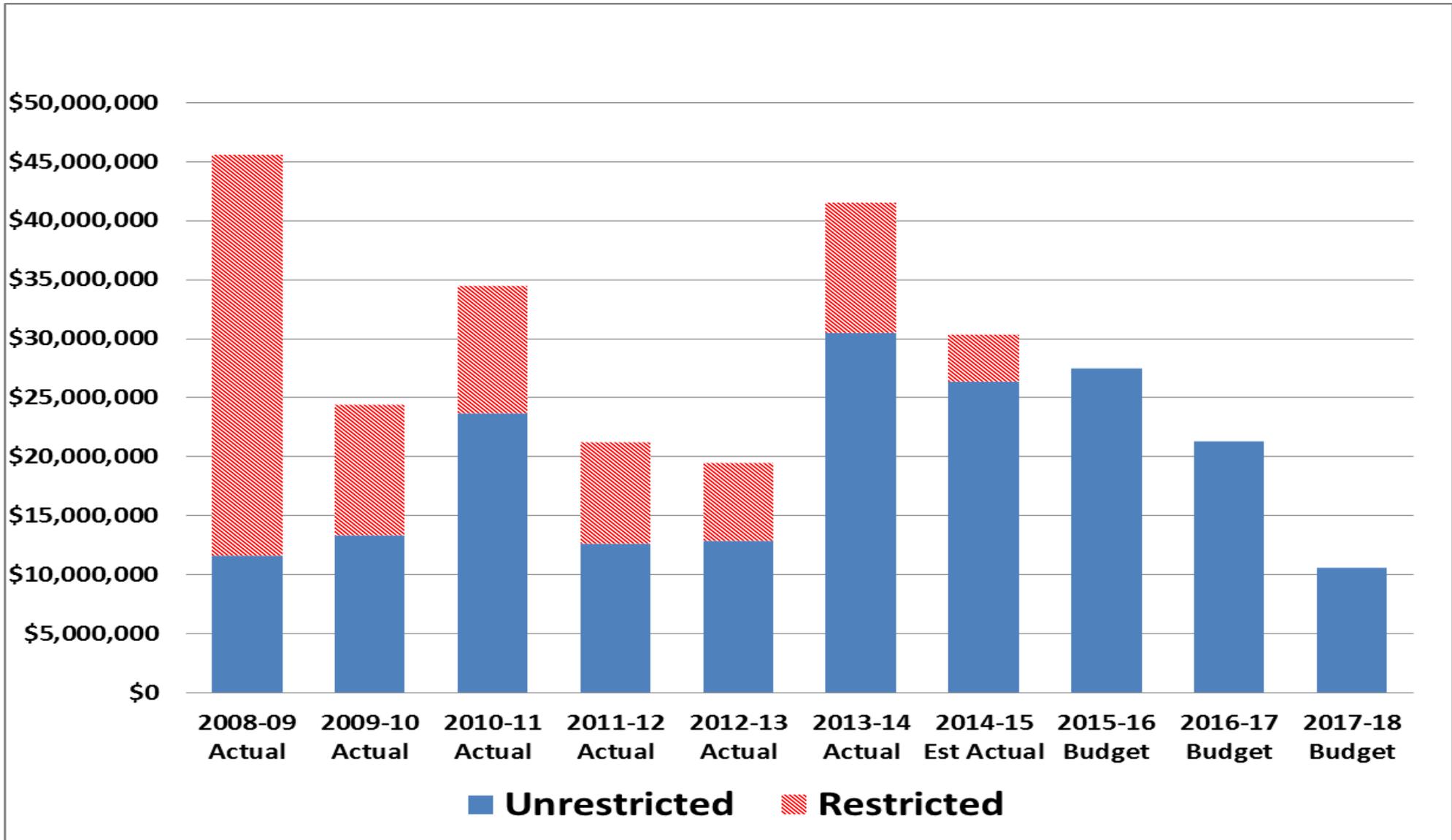
–Salaries/Benefits	\$ 372.974 M
–Books and Supplies	\$ 20.753 M
–Services/Other Operating Expenditures	\$ 57.886 M
–Capital Outlay	\$ 15.169 M
–Other Outgo	\$ 3.545 M
•Debt Service Payment	
– Transfer Out	\$ 1.730 M
– Indirect Costs	<u>(\$ 1.527) M</u>
<b>Total Expenditures</b>	<b>\$ 470.530 M</b>

## CONTRIBUTIONS FROM GENERAL FUND

<b>Transfer From Unrestricted to Restricted Accounts</b>	
Special Education Programs	\$ 47,293,781
Ongoing Maintenance Transfer to Restricted*	\$ 14,274,208
Energy Education Project	\$ 370,047
<b>Subtotal from Unrestricted to Restricted</b>	<b>\$ 61,938,036</b>
Special Education Transportation	\$ 6,601,186
Home to School Transportation	\$ 891,546
<b>Subtotal to Transportation</b>	<b>\$ 7,492,732</b>
<b>Total Transfer From General Fund</b>	<b>\$ 69,430,768</b>

\* Meets the 3% required. An increase of over \$4 million compared to FY 2014-15

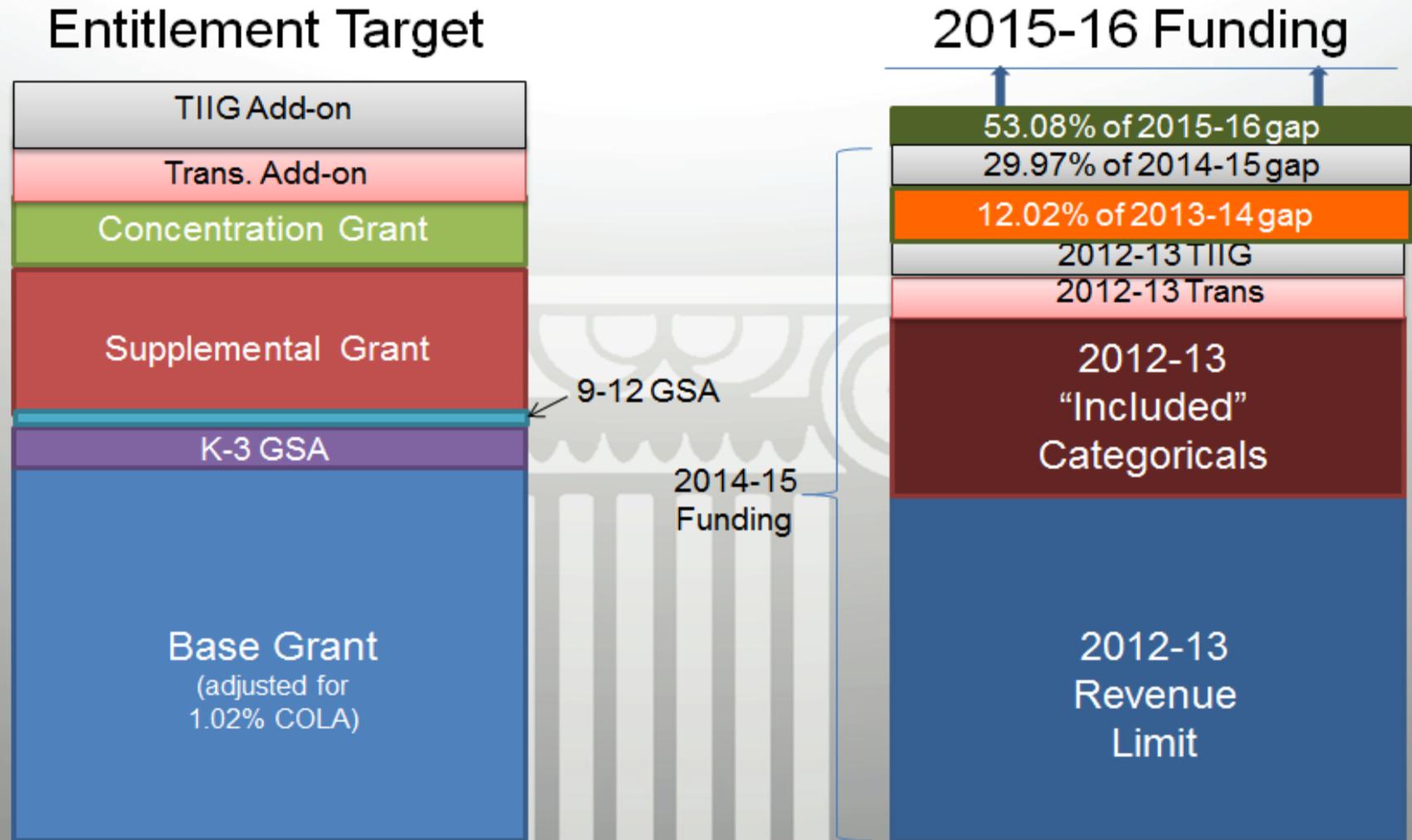
# Fund Balance



# Summary Other Funds

FUND	BEGINNING BALANCE	REVENUE	TRANSFERS IN / (OUT)	EXPENSES	NET CHANGE IN FUND BALANCE	ENDING BALANCE
Charter School	\$884,070	\$16,845,790	(\$1,386,880)	\$14,923,691	\$535,219	\$1,419,289
Adult Education	\$118,451	\$7,374,838	\$230,000	\$7,679,838	(\$75,000)	\$43,451
Cafeteria	\$8,921,552	\$21,202,500		\$21,802,500	(\$600,000)	\$8,321,552
Child Development	\$10,800	\$18,843,837	\$1,500,000	\$19,563,837	\$780,000	\$790,800
Building	\$83,480,971	\$0		\$61,971,763	(\$61,971,763)	\$21,509,208
Capital Facilities	\$9,552,626	\$2,777,108		\$4,821,749	(\$2,044,641)	\$7,507,985
Dental & Vision	\$0	\$8,967,265		\$8,967,265	\$0	\$0
Retiree Benefit	\$23,525,221	\$20,602,000		\$20,602,000	\$0	\$23,525,221
Self Insurance	\$4,047,588	\$5,047,742		\$4,914,462	\$133,280	\$4,180,868
<b>TOTALS:</b>	<b>\$130,541,279</b>	<b>\$101,661,080</b>	<b>\$343,120</b>	<b>\$165,247,105</b>	<b>(\$63,242,905)</b>	<b>\$67,298,374</b>

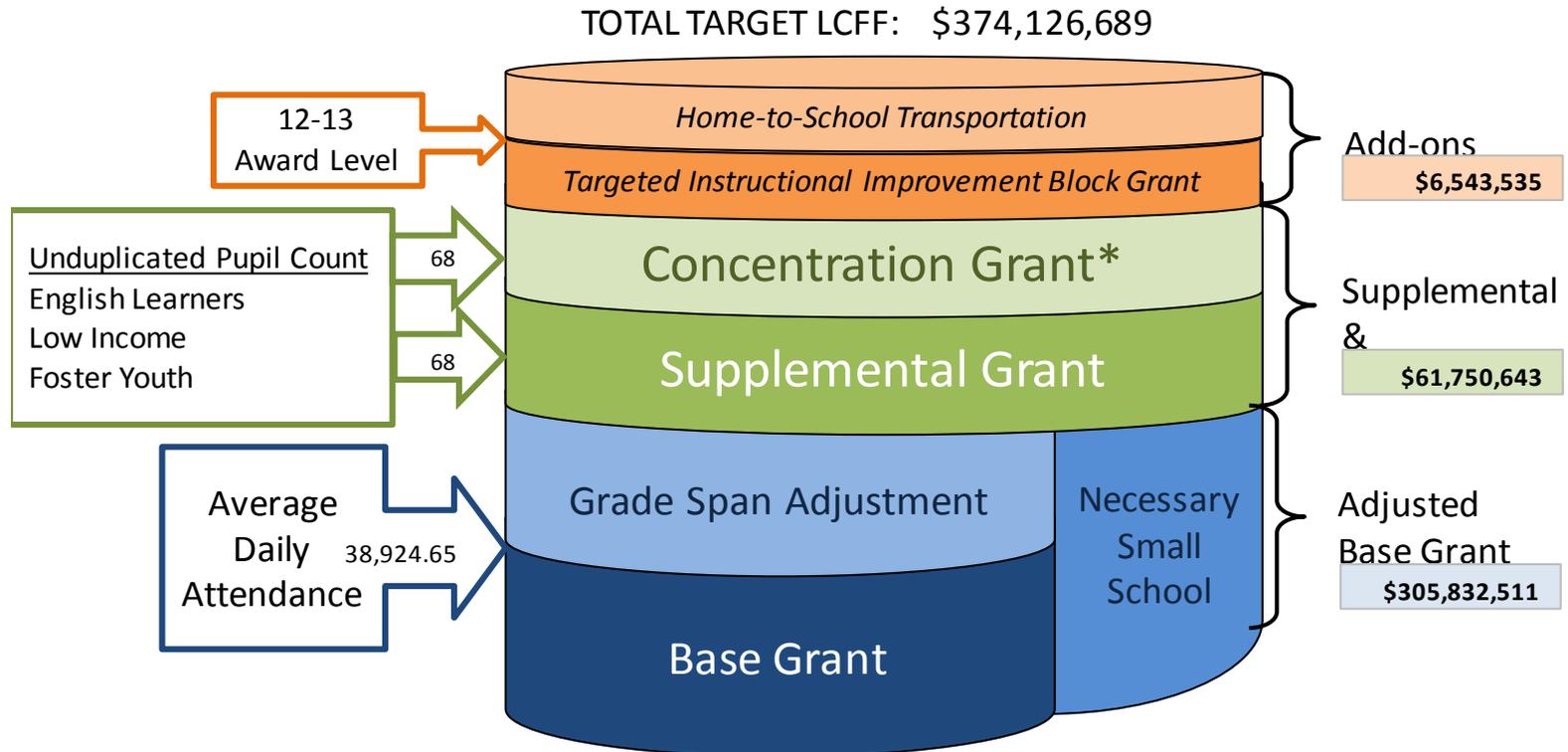
# LCFF in One Chart



# LCFF in General Fund

## Components of LCFF Target Entitlement

	2015-16	
Base Grant / Necessary Small School	\$ 294,128,825	38,924.65 ADA
Grade Span Adjustment	\$ 11,703,686	
Supplemental Grant	\$ 41,672,738	68%
Concentration Grant	\$ 20,077,905	68%
Add-ons (TIIBG & Transportation)	\$ 6,543,535	
<b>Total</b>	<b>\$ 374,126,689</b>	

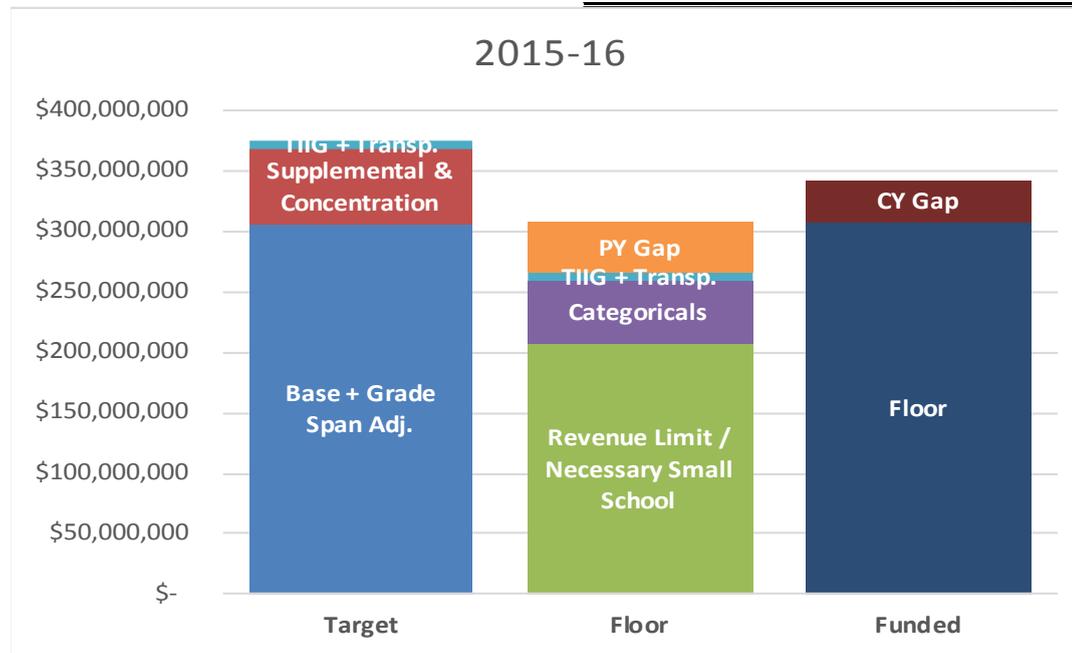


\*Unduplicated Pupil Percentage must be above

# LCFF in General Fund Cont'd

## 2015-16 Funding Components

Component	Target	Floor	Funded
Base + Grade Span Adj.	\$ 305,832,511		
Supplemental & Concentration	\$ 61,750,643		
Revenue Limit / Necessary Small School		\$ 206,909,037	
Categoricals		\$ 51,683,318	
TIIG + Transp.	\$ 6,543,535	\$ 6,543,535	
PY Gap		\$ 41,938,975	
Floor		\$ 307,074,865	
CY Gap		\$ 35,591,108	
	<b>\$ 374,126,689</b>	<b>\$ 307,074,865</b>	<b>\$ 342,665,973</b>



# Fiscal Condition

SCUSD is **Positive**, with the understanding of the fiduciary responsibility to maintain fiscal solvency for the budget year and two subsequent years.



## Next Steps

- Complete and post budget document
- Continue to monitor State Budget
- Revise budget within 45 days of signed State Budget
- First Interim Financial Report as of October 31, 2015
- Second Interim Financial Report as of January 31, 2016

Thank You

Questions?



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

**Meeting Date:** June 18, 2015

**Subject:** Monthly Facilities Update

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

**Department:** Facilities Support Services

**Recommendation:** N/A

**Background/Rationale:** At the request of the SCUSD Board of Education, Facilities Support Services will present a monthly project update. These monthly updates will provide the Board and the Community an opportunity to hear about the improvements being accomplished throughout the District.

**Financial Considerations:** General Obligation bonds, Deferred Maintenance, Community Facilities Districts, Emergency Repair Program and other state, local and/or federal dollars.

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

**Documents Attached:**

1. Executive Summary

**Estimated Time of Presentation:** 10 minute presentation

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

Cathy Allen, Chief Operations Officer  
Facilities Support Services

**Approved by:** José L. Banda

# Board of Education Executive Summary

## Facilities Support Services

Monthly Facilities Update

June 18, 2015



### I. OVERVIEW / HISTORY

The Facilities Support Services Department continues its aggressive construction program utilizing funds from Measures Q and R, Emergency Repair Program (ERP) funding, Deferred Maintenance, Community Facilities Districts (CFD's) and, occasionally, other state, local and/or federal funding sources.

These monthly updates will provide the Board and the Community an opportunity to hear about the improvements being accomplished throughout the District.

### II. DRIVING GOVERNANCE

- BP 7000 Facilities
- BP 7111 Evaluating Existing Facilities
- BP 7110 Facilities
- BP 3111 Business and Non-instructional Operations
- BP 7210 Facilities
- AR 7110 Facilities

### III. BUDGET

General Obligation bonds, Deferred Maintenance, CFD's, ERP and other state, local and/or federal dollars.

### IV. GOALS, OBJECTIVES, AND MEASURES

Honor the commitment to the District's taxpayers by identifying and completing work in a timely manner authorized by the voters in General Obligation bonds; continue implementation of the work identified in both the District's Sustainable Facilities Master Plan and the Five-Year Deferred Maintenance Plan; adhere to the regulations mandated by the State for projects approved under the Emergency Repair Program; to submit Energy Expenditures, defined by California Energy Commission guidelines, for the approval of projects funding through Proposition 39, the California Clean Energy Jobs Act; and to actively seek out and apply for any state funding available.

### V. MAJOR INITIATIVES

Continue progress on projects identified in the Sustainable Facilities Master Plan.

Continue progress on projects identified in the District's Five-Year Deferred Maintenance Plan.

# Board of Education Executive Summary

## Facilities Support Services

Monthly Facilities Update

June 18, 2015



### VI. RESULTS

The District is implementing a long-term plan to fund and implement approved projects.

### VII. LESSONS LEARNED/NEXT STEPS

- Web-site outreach to site staff to be expanded to community.
- Update community and board as needed.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 11.1

**Meeting Date:** June 18, 2015

**Subject:** Head Start/Early Head Start Reports

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

**Division/Department:** Academic Office/Child Development

**Recommendation:** None

**Background/Rationale:**

The Office of Head Start, under the auspices of the U.S. Department of Health and Human Services/Administration for Children and Families, mandates that all Head Start/Early Head Start governing entities receive specified reports related to the operational and fiduciary status of the program. These reports must include information and/or a status update in the followings areas: budget, credit card usage, USDA meals/snacks, enrollment, and program updates or summaries, if applicable. Attached, are essential monthly reports for Board members' review.

**Financial Considerations:** N/A

**LCAP Goals:** College and career ready; Family and community engagement

**Documents Attached:**

1. Attachment 1: Head Start/Early Head Start Monthly Report Summary

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

**Submitted by:** Becky Bryant, Interim Director, Child Development

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

**Attachment 1  
Head Start / Early Head Start  
Monthly Report Summary**

**Budget Reports**

May 2015 Budget Report will not be available until June

**USDA Meals and Snacks for April 2015**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start	131	157	NA	93
Head Start Part-day	5719	1661	5422	1372
Head Start Wrap	7456	6635	NA	6136
Full-day Collaboration	3887	4291	NA	2519

**Credit Card Expenses for May 2015**

- \$ 14.07 Refreshments Policy Committee Executive Meeting
- \$ 116.59 Refreshments for Two Parent Education Workshop
- \$ 19.60 PC mailing
- \$ 58.62 Refreshments for Policy Committee Meeting

**Enrollment Report for May 2015**

<b>Head Start Enrollment</b>	
Funded Enrollment	1312
Actual Enrollment	1291
Percentage of Actual Attendance	89%

<b>Early Head Start Enrollment</b>	
Funded Enrollment	144
Actual Enrollment	144
Percentage of Actual Attendance	75%

**Disabilities Report for April 2015**

Head Start           162  
Early Head Start    17

**Comments/Program Up-dates**

There are no program updates at this time.