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)
Elizabeth Barry, Student Member

Thursday, October 1, 2015
4:30 p.m. Closed Session
6:30 p.m. Open Session

Serna Center
Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2015/16-7

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

3.5 Government Code 54957 – Public Employee Appointment
a) Principal, Washington Elementary School

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

The Pledge of Allegiance will be led by Dmitri Caradja, a Sophomore from Arthur A. Benjamin Health Professions High School.

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

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

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

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

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

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

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

8.1 <u>Items Subject or Not Subject to Closed Session</u>:

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

8.1b Approve Personnel Transactions (Cancy McArn)

8.1c Approve Resolution No. 2854: Resolution Regarding Board Stipends (José L. Banda)

8.1d Approve Minutes of the September 3, 2015, Board of Education Meeting (José L. Banda)

8.1e Approve Minutes of the September 15, 2015, Board of Education Special Meeting Minutes (José L. Banda)

8.1f Approve C. K. McClatchy Field Trip to Dallas, Texas, from October 15 to October 18, 2015 (Lisa Allen and Mary Hardin Young)

9.0 COMMUNICATIONS

7:02 p.m. *9.1 Employee Organization Reports:* ***Information*** *3 minutes each*

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

7:17 p.m. *9.2 District Parent Advisory Committees:* ***Information*** *3 minutes each*

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

7:32 p.m. *9.3 Superintendent's Report (José L. Banda)* ***Information*** *5 minutes*

7:37 p.m. *9.4 President's Report (Darrel Woo)* ***Information*** *5 minutes*

7:42 p.m. *9.5 Student Member Report (Elizabeth Barry)* ***Information*** *5 minutes*

7:52 p.m. *9.6 Information Sharing By Board Members* ***Information*** *10 minutes*

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:02 p.m. *10.1 Approve Resolution No. 2855: Recognition of the Week of the School Administrator (Darrel Woo)* ***Action*** *5 minute presentation 5 minute discussion*

8:12 p.m. ***11.0 FUTURE BOARD MEETING DATES / LOCATIONS***

- ✓ *October 15, 2015, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *November 5, 2015, 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*

8:15 p.m. ***12.0 ADJOURNMENT***

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: October 1, 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; Family and Community Engagement; Safe, Clean and Healthy Schools

Documents Attached:
1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

Contractor	Description	Amount
STUDENT SUPPORT & HEALTH SERVICES		
A16-00032 The Substance Abuse and Mental Health Services Administration	9/30/15 – 9/29/18: The Meadowview Project AWARE program will build on the district's existing structures, programs and partnerships to increase the mental health literacy of adults who interact with adolescents through Youth Mental Health First Aid (YMHFA) trainings for adults in Sacramento's Meadowview neighborhood. Three teams of YMHFA Instructors will train at least 525 adults over the three-year grant period on how to help an adolescent who is experiencing a mental health or addictions challenge or is in crisis.	$348,503 over three years No Match

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
ADULT EDUCATION		
SA16-00017 California Fire Fighter Joint Apprenticeship Committee	7/1/15 – 6/30/16: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Business and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 49,000 hours at $5.46 per hour. The district retains 10% of the revenue generated by attendance in the program.	$267,540 Adult Education Funds
DEPUTY SUPERINTENDENT		
SA16-00218 Vision 2000	6/15/15 – 7/10/15: Planning and Implementing 2015 Summer Math and Reading Academy at California State University, Sacramento, for approximately 300 students attending Fr. Keith B. Kenny, H.W. Harkness, Leataata Floyd, Oak Ridge, and Pacific Elementary Schools.	$112,122 General Funds
FACILITIES SUPPORT SERVICES		
SA16-00170 HMR Architects	1/1/15 – Completion of Services. Architectural and Engineering Services as needed for the repair and replacement of roof at the Hiram Johnson High School campus, including building wings A thru E and building M; Shops buildings, two-story portables, and covered walkways. Scope of work includes replacement of the current roofing system as well as integrating the current ERP project, consisting of the replacement of the existing gutters and downspouts.	$104,500 Emergency Repair Program Funds

TECHNOLOGY SERVICES

SA16-00112 Digital Deployment	7/1/15 – 6/30/16: Web hosting services at all participating school sites (hosting, maintenance, security upgrades, feature upgrades, and service-level agreement for website support).	$96,000 General Funds
SA16-00211 AMS.Net	7/1/15 – 6/30/16: Cisco SMARTnet Service Technical Support provides maintenance for hardware and software; facilitates rapid problem resolution; and improves operational efficiency of our critical business processes and systems.	$250,452 General Funds

YOUTH DEVELOPMENT

A16-00033 County of Sacramento, Child Protective Services	7/1/15 – 6/30/16: Reimbursement Agreement to cover a portion of the cost of the district's Independent Living Program provided to students 16 – 18 years of age at all of our high school sites. The program provides support and services to assist youth in making the transition from foster care to independent living.	$99,999
SA16-00181 New Hope Community Development Center	8/1/15 – 6/30/16: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century after school programs at Sol Aureus College Preparatory Independent Charter School and William Land Elementary School during the school year. Includes the Mandarin Language Immersion Program at William Land Elementary School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.	$132,106 After School Education & Safety/21st Century Community Learning Center Funds ($26,421 In-Kind Match)

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Clark & Sullivan Construction	Covered Walkway Roof Replacement at John Still K-8 School (ERP Project)	September 1, 2015
Clark & Sullivan Construction	Roof Replacement at Leonardo da Vinci K-8 and New Technology High School (ERP Project)	September 1, 2015
Landmark Construction	Kitchen/Multi-Purpose Room Floor Replacement at Kit Carson Middle School (ERP Project)	September 1, 2015

McCarthy Building Companies	Restroom Remodel at Parkway Elementary School DSA Application #02-114206 (ERP Project)	September 1, 2015
McCarthy Building Companies	Playground Paving Repair at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Multi-Purpose Room Stage Flooring at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Canopy Reroofing/HVAC Mounting at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Concrete Replacement at Parkway Elementary School, DSA Application #02-114209 (ERP Project)	September 1, 2015
McCarthy Building Companies	Fencing at Parkway Elementary School (ERP Project)	September 1, 2015
McCuen Construction, Inc.	Roof Replacement at Sam Brannan Middle School	September 1, 2015
Roebbelen Contracting, Inc.	Paving & Kitchen Improvements at Fern Bacon Middle School; Hardcourt Paving Improvements at Rosa Parks K-8 School DSA Application #02-114146 (ERP Project)	September 1, 2015
Roebbelen Contracting, Inc.	Playfield Repairs including Hydraulic Irrigation Replacement, Storm Drainage Improvement, and New Fencing at C.B. Wire Elementary School (ERP Project)	September 1, 2015
Seward L. Schreder Construction	AC Paving & Concrete Replacement at Capital City, DSA Application #02-114168 (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Replacement of Roof, Gutters & Downspouts at Hiram Johnson High School (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Concrete & Asphalt Replacement at Hiram Johnson High School, DSA Application #02-113244 (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Paving & Water Line Replacement at Tahoe Elementary School, DSA Application #02-114147 (ERP Project)	September 1, 2015
Sierra National Asphalt	Paving Repair (Crack Fill & Seal Coat) at Seven School Sites (Albert Einstein, Camellia, Caroline Wenzel, Cesar Chavez, Earl Warren, Ethel Phillips, Golden Empire)	September 1, 2015
Stagecraft Industries, Inc.	Stage Drapes & Rigging at Five School Sites (California, Hiram Johnson, John F. Kennedy, Luther Burbank, Sacramento)	September 1, 2015

Studebaker Brown Electric	Electrical Upgrade at Fruit Ridge Elementary School (ERP Project)	September 1, 2015
Studebaker Brown Electric	Fire Alarm Replacement at C.B. Wire Elementary School, DSA Application #02-114027	September 1, 2015
Valley Precision Grading	Drainage Improvement at Leataata Floyd Elementary School (ERP Project)	September 1, 2015
XL Construction	Concrete & Asphalt Replacement at Sacramento Charter High School, DSA Application #02-114143 (ERP Project)	September 1, 2015

SA16-00017

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIRE FIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2015, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CFFJAC".

WHEREAS, the CFFJAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CFFJAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2015 through June 30, 2016.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.

2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 49,000 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CFFJAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CFFJAC of any such non-allocation at the earliest possible date.

3. The District shall disburse funds that have been received from the State and owed to the CFFJAC within 30 days of receiving a CFFJAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CFFJAC

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.

2. The CFFJAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CFFJAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.

3. The CFFJAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

   Sacramento City Unified School District
   Attn: Susan Lytle-Gilmore, Director
   5451 Lemon Hill Avenue
   Sacramento, CA 95824

   California Fire Fighter Joint Apprenticeship Committee
   Attn: Yvonne de la Peña, Executive Director
   1780 Creekside Oaks Drive
   Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.

3. The District and the CFFJAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.

4. The CFFJAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CFFJAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CFFJAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

Gerardo Castillo
Chief Business Officer
Date: 8/25/15

California Fire Fighter
Joint Apprenticeship Committee

Dan Terry
Chair
Date: 8/14/15

SERVICES AGREEMENT

Date: September 1, 2015 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 2000, (hereinafter referred to as "Contractor").

Recitals:

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

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

ARTICLE 1. SERVICES.

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

Planning, facilitating and implementation of 2015 Summer Math & Reading Academy at California State University, Sacramento, for approximately 300 students.

ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2015, and continue through August 20, 2015, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be $112,121.80.

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

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contract Specialist

Contractor:
Vision 2000
8 Park Sierra Lane
Sacramento, CA 95864
Attn: Hazel Mahone

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. RULES AND REGULATIONS.

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

ARTICLE 19. APPLICABLE LAW/VENUE.

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

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

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

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

_____ _____

Authorized Signature of Contractor Date

_____

Printed Name/Title

Sacramento City Unified School District

PROJECT AUTHORIZATION FORM

Roof Replacement at Hiram Johnson High School

Date: September 14, 2015

Pursuant to the Master Architect Agreement dated February 25, 2014 between HMR Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

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

Repair and replacement of roof at the Hiram Johnson High School campus, including building wings A thru E and building M; Shops buildings, two-story portables, and covered walkways. Scope of work includes replacement of the current roofing system as well as integrating the current ERP project, consisting of the replacement of the existing gutters and downspouts.

Excluded Work:

1. Soils, Geotechnical Investigation, Construction Services, Boundary Surveys, Environmental Impact Reports, Phase I & II, Fire Protection Documents, Plumbing and Mechanical Engineering, Landscape Architects & plans, and Civil Engineering for off-site work.

2. Hazardous Materials Investigation and mitigation, MSDS Reports and related work.

3. As-Built Drawings at the completion of the project.

B. Compensation

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

☒ **Flat Fee**

Architect shall be compensated $104,500 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed $0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

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

E. Section 8.2

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

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

HMR ARCHITECTS

Dated: _____ _____

Scott Pullen, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo, CPA
Chief Business Officer

SA16-00112

DIGITAL DEPLOYMENT

September 8, 2015

Sacramento City Unified School District Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the period of one year: September 1, 2015 - August 31, 2016.

Websites covered by this agreement

SCUSD District Website

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement: www.scusd.org

Individual Schools Websites

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added without additional charge by Digital Deployment depending on the District's needs. The following seventy (70) schools are currently utilizing the Digital Deployment CMS and are covered under this agreement:

California Middle School	Matsuyama Elementary School
Cesar E. Chavez Intermediate School	Nicholas Elementary School
Isador Cohen Elementary	West Campus High School
John F. Kennedy High School	Will C. Wood Middle School
William Land Elementary	Family Academy
Martin Luther King, Jr. K-8	H.W. Harkness Elementary School
A.M. Winn Elementary School	John Cabrillo Elementary School
Edward Kemble Elementary	Oak Ridge Elementary School
Genevieve Didion K-8	Rosa Parks Middle School
Hollywood Park Elementary School	Arthur A. Benjamin Health Professions High School

John Still Middle School	C.K. McClatchy High School
Mark Hopkins Elementary School	Earl Warren Elementary School
Peter Burnett Elementary School	Bowling Green - Chacon Language and Science Academy
Sequoia Elementary School	Sutterville Elementary School
Sacramento Pathway to Success	James Marshall Elementary School
Abraham Lincoln Elementary School	Youth Development Support Services
Bowling Green Charter McCoy Academy	Luther Burbank High School
Camellia Basic Elementary School	WorkAbility
Caroline Wenzel Elementary School	Sam Brannan Middle School
John D. Sloat Basic Elementary School	David Lubin Elementary School
Maple Elementary School	Albert Einstein Middle School
O.W. Erlewine Elementary School	Charles A. Jones Career & Education Center
Pacific Elementary School	Elder Creek Elementary School
Tahoe Elementary School	Fern Bacon Middle School
Washington Elementary School	SUCCESS Academy
Woodbine Elementary School	Susan B. Anthony Elementary School
Clayton B. Wire Elementary School	Caleb Greenwood Elementary School
Ethel I. Baker Elementary School	Sutter Middle School
Ethel Phillips Elementary School	Pony Express Elementary School
Golden Empire Elementary School	Parkway Elementary
Hubert H. Bancroft Elementary School	John Bidwell Elementary School
John Morse Therapeutic Center	Rosemont High School
Joseph Bonnheim Elementary School	Sacramento New Technology High School
Kit Carson Middle School	SCUSD School - Leataata Floyd Elementary
Mark Twain Elementary School	

The Service-Level Agreement Program (SLA)

Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate

- A warranty for issues that may arise with the website, creating a financial incentive for Digital Deployment to build an error-free product. (Compare this to other models which charge to repair problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates
- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee, and may cancel at anytime.

What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability and 99.9% uptime.
- **Regular backups and restoration service:** All site content (both application and data) backed up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within predefined time periods.
- **Site upgrades:** Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- **Idea forum:** Forum where clients can discuss ideas and collaborate with our developers and product design team for new features or improvements to the CMS. Digital Deployment continuously evaluates discussions of new features and improvements, and may develop those that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site - learn more at www.digitaldeployment.com/mobile.
- **Compatibility testing and browser support:** Includes required theme adjustments to accommodate new browsers if necessary.
- **Site effectiveness and traffic analytics:** Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

Site hosting. Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our monitoring services ensure fast page load times, site stability and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

Daily backups. All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

Service-level support agreement. Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response within our SLA guidelines based upon the priority level of each submitted ticket.

Site upgrades. Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

Standard features. Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

Idea Forum. Clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

Mobile platform. The completely custom DD Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

Post-launch accessibility, compatibility, and browser support. Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Client from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

Site effectiveness and traffic analytics. The Client's website will give the Client the ability to create and organize content in such a way to improve search engine rankings, and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Client's website gives Client the ability to create and manage specific language used by search engines to

index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to material on the Client's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Client's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

Ongoing training and knowledge base. Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered.
Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best-practices.

Personalized training and/or consulting. For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in a SLA in order to qualify for personalized training or consulting.

Liability. By enrolling in our SLA program, the Client accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Client. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

SLA program subject to change. The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at http://www.digitaldeployment.com/sla.

Reporting

Each monthly invoice will provide the following information:

- A complete list of all the individual schools currently covered by this agreement
    - School name
    - Sandbox URL

    - Live URL
    - DNS hosted by
    - SCUSD site ID
    - Full site ID
    - CNAME
- All relevant updates to the SCUSD CMS platform

Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at anytime with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following options, *available exclusively by using the contact form at http://www.digitaldeployment.com/contact*

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will not be able to receive the new feature or improvement unless they become an SLA site and the improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

Sustainability and Corporate Social Responsibility. By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.

Service Agreement

I wish to execute this website Service Level Agreement between Digital Deployment, Inc., and Sacramento City Unified School District to provide the deliverables outlined in this document for a monthly fee of $8,000.

Sacramento City Unified School District

09/09/15
Date

Mac Clemmens

Michael A. Clemmens, CEO
Digital Deployment, Inc.

September 8, 2015
Date

Sacramento City Unified School District

SERVICES AGREEMENT

Date: July 1, 2015 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and AMS.Net, (hereinafter referred to as "Contractor").

Recitals:

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

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

ARTICLE 1. SERVICES.

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

Provide Cisco SMARTnet technical support per Price Quote Order #94881 attached hereto. Includes maintenance for hardware, software, and rapid problem resolution.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2015, and continue through June 30, 2016, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be $250,452.31. Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Elliot Lopez, Chief Information Officer, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contracts

Contractor:
AMS.Net
502 Commerce Way
Livermore, CA 94551
Attn: Jared Bayless, Account Mgr.

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. RULES AND REGULATIONS.

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

ARTICLE 19. APPLICABLE LAW/VENUE.

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

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	AMS.NET
By: _____	By: _____
Gerardo Castillo Chief Business Officer	Signature
_____	_____
Date	Print Name/Title
	_____
	Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

_____ _____

Authorized Signature of Contractor Date

_____

Printed Name/Title

AMS.NET
Technology Solution Provider

visit us at www.ams.net

Price Quote
Order #94881

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District	Cisco SMARTnet Renewal 15-16 REV2
District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Elliot Lopez	

Order	Project	Modified	Ship Via	Account Mgr.
94881	79676	8/19/2015		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Cisco SMARTnet Contract Number 93406627 Telepresence Coverage Dates: 7/1/15-6/30/16				
1	**ESS WITH 8X5XNBD IntPkg C40 PreHD1080pCam, NP** Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1550C0CQ CTS-INTP-C40-K9	N	1	$1,201.20	$1,201.20
2	**ESS WITH 8X5XNBD PrecisionHD 1080p x4** Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00595 CTS-PHD-1080P4XS PrecisionHD 1080p Camera w 4x zoom	N	1	$259.69	$259.69
3	**ESS WITH 8X5XNBD VCS Expressway Incl 5 traversal c** Part #CON-ECDN-SEPRESK9 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 52A21801 CTI-VCS-EXPRESS-K9 VCS Expressway	N	1	$865.18	$865.18

Products

	Item Description	Taxable	Qty	Unit Price	Total
4	**ESS WITH 8X5XNBD VCS 5 Traversal Ntwk** Part #CON-ECDN-LICVCSE5 Cisco Systems Inc. SMARTnet Maintenance Contracts LIC-VCSE-5 Video Communication Server	N	1	$629.98	$629.98
5	**ESS 8x5xNBD VCS Cntrl** Part #CON-ECDN-SCNTRLK9 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 52A21890 CTI-VCS-CONTRL-K9 VCS Control	N	1	$865.18	$865.18
6	**ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntw** Part #CON-ECDN-LICVCS10 Cisco Systems Inc. SMARTnet Maintenance Contracts LIC-VCS-10 Video Comm Server	N	1	$554.38	$554.38
	Cisco SMARTnet Contract Number 94183284 Telepresence Coverage Dates: 7/1/15-6/30/16				
7	**ESS WITH 8X5XNBD IntPkg C40 PreHD1080pCam, NP** Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00599, FTX1550C0CS, FTX1550C0BQ CTS-INTP-C40-K9	N	3	$1,201.17	$3,603.51
8	**ESS WITH 8X5XNBD PrecisionHD 1080p x4** Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00599, B1AB44D00435, B1AB46D00537 CTS-PHD-1080P4XS PrecisionHD 1080p Camera w 4x zoom	N	3	$259.69	$779.07
9	**ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC** Part #CON-ECDN-CVCTCS5 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 49A21614 CVC-TCS-5RP-K9 TCS PRO 5 RP	N	1	$3,358.50	$3,358.50

Products

	Item Description	Taxable	Qty	Unit Price	Total
10	**ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle** Part #CON-ECDN-CVCMXEB Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: QCI1548A0AU CVC-MXE-BGL-K9 ^MXE3500 BGL CVC Bundle (HW V2, SW, Graph, Live license)	N	1	$5,949.83	$5,949.83
	Cisco SMARTnet Contract Number 93917982 CUWL VOIP Software Coverage Dates: 7/1/15-6/30/16				
11	**CON-ECMU for UWLI Series Products** Part #CON-ECMU-UWLST1K Cisco Systems Inc. SMARTnet Maintenance Contracts	N	769	$25.90	$19,917.10
	Cisco SMARTnet Contract Number 94183749 Coverage Dates: 7/1/15-6/30/16				
12	**SWSS UPGRADES Services Mapping SKU Under 1K UWL ST** Part #CON-ECMU-SSLEDA Cisco Systems Inc. SMARTnet Maintenance Contracts	N	111	$27.30	$3,030.30
	Cisco SMARTnet Contract Number 94183527 Coverage Dates: 7/1/15-6/30/16* * The following lines can only receive support through 11/30/15. Pricing has been adjusted accordingly.				
13	**SW APP SUPP CSACS** Part #CON-SAS-5LRGLC Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	$1,399.96	$1,399.96
14	**SW APP SUPP ACS 5.2 VMWare Software And Base Licen** Part #CON-SAS-CSACS52V Cisco Systems Inc. CiscoSecure Network Management	N	1	$1,679.25	$1,679.25
15	**ESS SW SUPP+UPGR R-LMS-4.1-100-K9** Part #CON-ECMU-RLMS100K Cisco Systems Inc. SMARTnet Maintenance Contracts *7/1/15-11/30/15	N	1	$561.29	$561.29
16	**SWSS UPGRADES L-LMS-4.1-50-ADD** Part #CON-ECMU-LLMS4150 Cisco Systems Inc. SMARTnet Maintenance Contracts *7/1/15-11/30/15	N	2	$330.41	$660.82

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Cisco SMARTnet Contract Number 93510237 Coverage Dates: 7/1/15-6/30/16				
17	**SWSS UPGRADES PI 2.x - Lifecycle - 100 Device Lic** Part #CON-ECMU-P2XLF1H Cisco Systems Inc. SMARTnet Software	N	3	$1,259.26	$3,777.78
18	**SWSS Prime Infrastructure 2.x Base License** Part #CON-ECMU-PI2XBASE Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	$13.30	$13.30
19	**SWSS UPGRADES Prime Infrastructure 2.2 Software** Part #CON-ECMU-P122SW Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	$3.50	$3.50
20	**SWSS UPGRADES Prime Infrastructure 2.1 Software** Part #CON-ECMU-P2XLF1K Cisco Systems Inc. SMARTnet Maintenance Contracts	N	2	$9,659.72	$19,319.44
21	**SWSS UPGRADES PI 2.x - Lifecycle - 50 Device Lic** Part #CON-ECMU-P2XLF50 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	$741.28	$741.28
	Cisco SMARTnet Contract Number 93180146 Coverage Dates: 7/1/15-6/30/16				
22	**SMARTNET 8X5XNBD ASA 5585-X CX SSP-20** Part #CON-SNT-ASA-SSPC Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JAD17260093, JAD173104Q5	N	2	$2,519.93	$5,039.86
23	**SMARTNET 8X5XNBD Cisco 8510 Series High Availa** Part #CON-SNT-AIRCT85 Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	$3,639.90	$3,639.90
24	**SMARTNET 8X5XNBD Cisco 8500 Series Wireless Con** Part #CON-SNT-AIRCT85K Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	$47,773.64	$47,773.64
	Cisco SMARTnet Contract Number 94183378 Coverage Dates: 7/1/15-6/30/16				
25	**SMARTNET 8X5XNBD ASA 5585-X Chassis with SSP20** Part #CON-SNT-A85S2K9 Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JMX1553700E, JMX1553700F	N	2	$5,039.16	$10,078.32
	Cisco SMARTnet Contract Number 94183501 Coverage Dates: 7/1/15-6/30/16				

Products

	Item Description	Taxable	Qty	Unit Price	Total
26	**SMARTNET 8X5XNBD MDS9148 W/16P ENABLED 16X8GFC S/W** Part #CON-SNT-C98G16 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: AMS15400308, AMS15401177	N	2	$380.79	$761.58
27	**SMARTNET 8X5XNBD 3925 Voice Bundle UC License PAK** Part #CON-SNT-3925V Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1553AJWL (WC High School), FTX1553AK33 (George Washington Carver) , FTX1553AK34, FTX1553AK37 (New Tech), FTX1553AK39 (Capitol City) , FTX1553AK3A (LB High School), FTX1553AK3B (American Legion), FTX1553AK3E (Hollywood Park) , FTX1553AK3K (Hiram Johnson), FTX1553AK3L (MET), FTX1553AK3N , FTX1553AK3Q (CKM), FTX1553AK3Z (JFK) All 13 Routers were purchased for the High School on order number 67648 (Serna Datacenter)	N	13	$793.08	$10,310.04
	Cisco SMARTnet Contract Number 94183967 Coverage Dates: 7/1/15-6/30/16				
28	**SMARTNET 8X5XNBD 6140XP 40PT Fabric Interconnect** Part #CON-SNT-1S6200 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: SSI15420FA2, SSI15300KZS	N	2	$976.47	$1,952.94
29	**SMARTnet 8X5XNBD 6Pt 8Gb FC/Expansion Mod** Part #CON-SNT-1E0060 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: FOC15456TNR, FOC15466BPK	N	2	$71.40	$142.80
30	**SMARTNET 8X5XNBD 5108 Blade Server Chassis** Part #CON-SNT-2C6508 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FOX1546GNKX, FOX1547G0CA	N	2	$64.29	$128.58
31	**SMARTNET 8X5XNBD UCSB200 M2 Blade Svr w/o** Part #CON-SNT-B66251 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: QCI1548AC1Q, QCI1548ABY4, QCI1548ABX2, FCH154771YH, FCH1547729F, FCH15487126, FCH154771Y8, FCH154775QT	N	8	$192.72	$1,541.76
	Cisco SMARTnet Contract Number 94199439 Coverage Dates: 7/1/15-6/30/16				
32	**SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE** Part #CON-SNT-WSC296XL Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: FOC1738S132	N	1	$352.79	$352.79

Products

	Item Description	Taxable	Qty	Unit Price	Total
33	**SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Ba** Part #CON-SNT-WSC16SFX Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: JAE17340AU1	N	1	$755.98	$755.98
	Cisco SMARTnet Contract Number 94183524 Coverage Dates: 7/1/15-6/30/16				
34	**SMARTNET 24X7X4 Catalyst Chassis+Fan Tray** Part #CON-SNTP-VS13E2T Cisco Systems Inc. Cisco Catalyst 6000 Series Switch Smartnet Maintenance Serial Numbers: FOX1539GGXH	N	1	$10,540.30	$10,540.30
35	**SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24** Part #CON-SNTP-M36X24TS Cisco Systems Inc. Serial Numbers: FOC1550V1P4, FOC1549X2L6	N	2	$806.38	$1,612.76
36	**SMARTNET 24X7X4 ME3600X 10GE Upgrade Lic w/Ele** Part #CON-SNTP-LME360XG Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	$168.00	$336.00
37	**Cisco Smartnet 24x7x4 Svc, ME3600X Advanced Metro** Part #CON-SNTP-ME3600XA Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	$223.99	$447.98
	Cisco SMARTnet Contract Number 94183529 Coverage Dates: 7/1/15-6/30/16 WAN ISR Routers (SERNA) Non-High School				
38	**SMARTNET 8X5XNBD Cisco 2951 Voice Bundle** Part #CON-SNT-2951V Cisco Systems Inc. Cisco 2900 Series Switch Smartnet Maintenance Serial Numbers: FTX1553AK8Y, FTX1553AK90 , FTX1602AL4K, FTX1602AL4N, FTX1602AL4Q , FTX1602AL4S, FTX1602AL4T, FTX1602AL4V , FTX1602AL4W, FTX1602AL4Y, FTX1602AL50 , FTX1602AL52, FTX1602AL53, FTX1602AL54, FTX1602AL59, FTX1602AL5B, FTX1602AL5D, FTX1602AL5F, FTX1602AL5G , FTX1602AL5J, FTX1602AL5M, FTX1602AL5N , FTX1602AL5P, FTX1602AL5Q, FTX1602AL5S , FTX1602AL5V, FTX1602AL5X, FTX1602AL5Z , FTX1602AL64, FTX1603AH04 , FTX1603AH05, FTX1603AH06, FTX1603AH08 , FTX1603AH0A, FTX1603AH0E, FTX1603AH0G , FTX1603AH0H, FTX1603AH0K, FTX1603AH0L , FTX1603AH0N, FTX1603AH0Q, FTX1603AH0T , FTX1603AH0U, FTX1603AH0V, FTX1603AH0X, FTX1603AH0Y, FTX1603AH0Z, FTX1603AH10 , FTX1603AH12, FTX1603AH13, FTX1603AH14 , FTX1603AH15, FTX1603AH16, FTX1603AH17 , FTX1603AH18, FTX1603AH19, FTX1603AH1A , FTX1603AH1F, FTX1603AH1G, FTX1603AH2A , FTX1603AH2B, FTX1603AH2C, FTX1603AH2K , FTX1603AH2L, FTX1603AH2N, FTX1603AH2P , FTX1603AH2S, FTX1603AH2U, FTX1603AH38 , FTX1603AH39, FTX1603AH3C, FTX1603AH3E , FTX1603AH3U, FCZ1525204M	N	74	$692.28	$51,228.72

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Cisco SMARTnet Contract Number 93409254 Coverage Dates: 7/1/15-6/30/16* *Coverage on the following is pro-rated from 10/3/15 to 6/30/16.				
39	**ECMU CCX 8.5 5 Seat CCX ENH CM Bundle - AV** Part #CON-ECMU-CMBUNDK9 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	$489.99	$489.99
40	**SWSS UPGRADES Services Mapping SKU Under 1K UWL ST** Part #CON-ECMU-SSLEDA Cisco Systems Inc. SMARTnet Maintenance Contracts	N	111	$27.30	$3,030.30
41	**CON-ECMU for UWLI Series Products** Part #CON-ECMU-UWLST1K Cisco Systems Inc. SMARTnet Maintenance Contracts *10/3/15-6/30/16 Order #78973 (2013 - Network, Wireless, Voice Services) PN 74769	N	1495	$20.29	$30,333.55
	New Contract - 3rd Metro Switch 1 Year				
42	**8X5XNBD ME3600X Ethernet Access Switch 24 GE SFP** Part #CON-SNT-M36X24FS Cisco Systems Inc. SMARTnet Switch Expansion Modules (Cisco Only) Serial Numbers: FOC1647V1R7 (SCUSD Serna Ctr Opteman)	N	1	$615.98	$615.98
43	**SMARTNET 8x5xNBD ME3600X 10GE Upgrade Lic w/Ele** Part #CON-SNT-LME360XG Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	$168.00	$168.00
				Products Total	**$250,452.31**

Terms and Conditions Below

Order Summary

Products Total	$ 250,452.31
Taxable Total	$ 0.00
Shipping/Handling	$ 0.00
Taxes (0.00%)	$ 0.00
Labor Total	$ 0.00
Total	$ 250,452.31

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

8. The laws of the State of California will apply to this sale.

9. The term "Installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ Date: 08/21/2015

Print Name: ELLIOT LOPEZ Print Title: CIO

A16-00033

COUNTY OF SACRAMENTO **COST REIMBURSEMENT AGREEMENT NO. 7205000-16-012**

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2015, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the goal of Sacramento County, Department of Health and Human Services, hereinafter referred to as "DHHS," Child Protective Services, hereinafter referred to as "CPS," is to protect children from abuse and neglect, and to strengthen families and provide permanent homes; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2015-0407 on June 2, 2015 authorizing the Director of DHHS to enter into an agreement with CONTRACTOR to provide services to children in Sacramento County, and

WHEREAS, CONTRACTOR desires to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS, CONTRACTOR has the expertise and facility required to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement and to increase the total contract amount by no more than 10% or $25,000, whichever is less; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2016.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Health & Human Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

Sacramento City Unified School District
5735 47th Avenue, Box 763
Sacramento, CA 95824

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to

act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully

discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.

B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.

C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XVII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, business automobile liability and sexual molestation and abuse coverage adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18,

2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XL. LIMITED ENGLISH PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall:

A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.

B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.

D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.

E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.

F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.

G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.

H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.

I. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California	**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
By _____ Sherri Z. Heller, Ed.D., Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)	By _____ Gerardo Castillo, ~~Interim~~ Chief Business Officer
Date: _____	Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: 8.12.15

EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
hereinafter referred to as "CONTRACTOR"

SERVICE REQUIREMENTS

I. SERVICE LOCATION (S)

Facility Name(s):	C.K. McClatchy High School	Foster Youth Services
Street Address:	3066 Freeport Boulevard	Sacramento City Unified School District
City and Zip Code:	Sacramento, CA 95818	5735 47th Avenue Sacramento, CA 95824

II. SERVICE PERFORMANCE MONITOR

Name and Title:	Niku Mohanty-Campbell, Program Planner
Organization:	Department of Health and Human Services, Child Protective Services
Street Address:	P.O. Box 269057
City and Zip Codes:	Sacramento, CA 95826-9057

III. DESCRIPTION OF SERVICES

CONTRACTOR shall provide a program to all the Independent Living Program Eligible youth, that reside within the district boundaries and are attending a school within the district. The program shall provide support and services to assist the youth in making the transition from foster care to independent living. The program shall include an "Independent Life Skills" (ILS) class/workshop that provides instruction in basic life skills and assist the youth(s) in setting and obtaining realistic goals for their future. The program's curriculum shall focus on developing students' social skills, health awareness, finances, job/career development, and survival skills for independent living. Foster Youth students shall earn educational credit, if applicable, for the successful completion of the course. ILS class curriculum shall be provided to COUNTY (ILP Coordinator) and at least 75% of the curriculum shall consist of experiential (hands-on) activities.

CONTRACTOR shall include student role-play experiences that will enable students to function independently as productive citizens. This shall be accomplished through "life skills education", a learning process that assists individuals to develop the effective skills they need to be productive successful adults.

CONTRACTOR shall:

A. Provide individual counseling and emancipation/AB 12 (extended foster care) planning services to ILP students. Services shall be provided by staff who hold a Pupil Personnel Services Credential; or a Master's degree in social service, counseling, or psychology field. Staff holding any other combination of education and experience must have prior written approval from COUNTY.

B. Districts will identify and prioritize eligible foster youth based on:
   1. Grade level - with seniors being highest priority
   2. Age - with oldest being highest priority
   3. Out-of-county youth
   4. Active participation in ILP services

C. Each class will have a youth facilitator who is a former foster youth whose incentive will be paid for by ILP.

D. Discuss permanency resources and services at the beginning and end of each class series. Ask each student to identify their permanent and supportive person at the beginning and end of each class series. Turn in this information to the ILP Coordinator at the end of the class series.

E. Provide access to Independent Living Skills (ILS) classes or workshops to senior-year students enrolled in the Sacramento County, Department of Health and Human Services (DHHS) Independent Living Program (ILP) that address all mandated service components pursuant to CDSS Division 31 Regulations, Section 525.8. A minimum of

21 hours of classes/workshops shall be made available during the contract period. Each class/workshop shall be taught by a Pupil Personnel Services (PPS) credentialed Social Worker, PPS Counselor, or other professional holding the PPS or teacher credential. CONTRACTOR shall submit qualifications to, and request prior written approval from COUNTY to use any other professional as an instructor in the ILS class. CONTRACTOR may partner with another district to provide classes/workshops.

F. Provide the roster of attendance to COUNTY within two weeks of the initial class to verify enrollment in COUNTY ILP or eligibility for ILP services. CONTRACTOR shall refer ILP eligible students to COUNTY ILP social worker and/or case carrying social worker by providing the names of those youth who are not enrolled.

G. Complete and submit to COUNTY incentive request forms for eligible ILP youth who attend the ILP class.

H. Within 60 calendar days of case assignment, ensure that all youth receiving ILP services complete an initial Casey Life Skills assessment, Level IV (use lower level if necessary for youth needs) and a subsequent review Ansell-Casey Life Skills assessment prior to the end of the school year. Copies of the master summary page of the Ansell-Casey to be submitted to the COUNTY social worker and the COUNTY ILP program for case plan development. New cases will not be assigned to CONTRACTOR during the summer break (June – August).

I. Transportation assistance may be obtained by requesting bus passes from the COUNTY Social Worker or COUNTY Probation Officer. County ILP vans will be available for district use upon request.

J. Collaborate with the case carrying social worker or probation officer so that the Transitional Independent Living Plan (TILP) provides a comprehensive life skills inventory assessment and individual service plan preparing them to leave school with integrated work and living options and coordinated support systems shall be identified to maintain and enhance these options.

K. Provide, for all ILP students, a workable plan for completing high school and assistance in identifying a vocational interest and a corresponding training plan.

L. Provide each student a minimum of one individual school staffing or Emancipation Conference (to include AB 12 staffing) in which a graduation plan shall be developed for the student. Attend emancipation conferences for district identified youth. Contact the placement worker or probation officer immediately if a student does not have enough credits to obtain a high school degree. Assist the placement worker or probation officer in extending the placement or assist the youth in an alternate plan for obtaining a General Education Diploma or Adult Education Diploma. COUNTY will provide notification of scheduled conferences to CONTRACTOR or CONTRACTOR shall schedule conference with participants.

M. Contact youth face to face at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within ten working days of contact.

N. Contact the placement social worker or probation officer via phone, email or face to face contact with updates on a youth's participation in the program at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within ten working days of contact.

O. Provide services to all youth eligible for the Independent Living Program as defined by the COUNTY that reside within the district boundaries and are attending a school within the district. The youth will be referred to the DISTRICT by the COUNTY.

P. Review all cases for case management compliance and sign off on the transfer summary or case closure forms prior to returning the cases to the COUNTY. The CONTRACTOR'S Foster Youth Services Coordinator shall fulfill this requirement.

Q. Work in collaboration with other ILP-funded school districts to ensure continuity of services to ILP foster youth.

R. Recruit and refer ILP eligible youth to ILP services in their respective school district by researching the school database. CONTRACTOR shall fill out and submit to COUNTY the ILP referral with as much information as possible for each newly identified child.

S. Casey Life Skills Assessments and Service Plans shall be submitted to the COUNTY ILP program as completed. Assessments and Service Plans shall be used to develop TILP and track participation in ILP services.

T. Complete an Activity Checklist of mandated services for each student based upon CDSS Division 31 Regulations, Section 525.8. Mandated services include but are not limited to:

1. Education
2. Career Development
3. Health Promotion
4. Mentor Referral
5. Daily Living Skills
6. Financial Resources
7. Housing Information

U. Work in collaboration with other ILP funded school districts and the COUNTY. CONTRACTOR shall attend ILP Advisory Meetings and other applicable training.

Reporting Requirements

1. CONTRACTOR shall provide the roster of attendance to COUNTY ILP Office within two weeks of the initial class to verify enrollment in COUNTY ILP services.

2. CONTRACTOR shall complete and submit to the COUNTY ILP Office incentive request forms for eligible foster youth who attend the ILP classes. Incentives are based on funding availability.

3. CONTRACTOR shall collect and submit performance outcome forms, completed by youth during the initial ILS class, last ILS class and during one-on-one independent living skills counseling within two weeks to the COUNTY ILP office.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance –or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability (including sexual molestation and abuse coverage), workers compensation, property, professional liability (including sexual molestation and abuse coverage, unless included under general liability), and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

A competitive selection process is not required for this contract as it is under $100,000.

I. MAXIMUM PAYMENT TO CONTRACTOR

Maximum Reimbursable Amount for contract period = **$99,999.00**

CONTRACTOR shall invoice monthly for expenses incurred, based on the budget below.

II. BUDGET

A.	Salary and Benefits	$93,220.65
B.	Instructional Supplies	$1,500.00
C.	Student Transportation and ILP Mileage	$1,515.52
D.	Indirect Costs	$3,762.83
	Maximum Reimbursable Contract Amount	**$99,999.00**

III. BUDGET NARRATIVE

A. Salaries and Benefits
.25 FTE – S. Olson - Specialist II (M.A. in School Counseling & PPS Credential)
.20 FTE – A. Holmes, Coordinator II (M.S. & PPS Credential)
.50 FTE - M. Reed - Program Associate (MSW in Social Work & PPS Credential)
In Kind - M. Parker - Program Associate (B.A. in Psychology & Minor in Education)
In Kind – A. Nieves - Clerk III
In Kind – MSW Interns and/or AmeriCorps Service Members

B. Instructional Supplies
Instructional materials and incentives for ILP classes and activities

C. Student Transportation and ILP Mileage
Mileage for transporting students to and from meetings and activities.
Mileage for staff to travel from central office to school sites.

D. Indirect Costs
Overhead allocation @ 3.91%

IV. CLAIMS

Claims shall be submitted to: CPS Contracts Unit, Attention Judy Bell, County of Sacramento, P.O. Box 269057, Mail Code 37-700C, Sacramento, CA 95826-9057.

EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.

B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.

B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.

B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.

B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. AUDIT/REVIEW REQUIREMENTS

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors

2 CFR 200.501 requires that subrecipients that expend $750,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC). When filing with the FAC, CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHHS has awarded contracts totaling $150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

2. Annual Reviewed financial statements are required from CONTRACTOR when DHHS has awarded contracts totaling less than $150,000, but more than $50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

C. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Director
County of Sacramento
Department of Health of Human Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Director
County of Sacramento
Department of Health of Human Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review
COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Deficiencies
Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.

I. Overpayments
Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

VIII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and

2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

IX. BASIS FOR ADVANCE PAYMENT

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the

amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.

D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.

E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.

F. COUNTY reserves the right to withhold the total advance amount from any invoice.

G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

EXHIBIT E to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

I. ☐ If box is checked, there are **no** Federal funds in this contract.

II. ☒ If box is checked, there are Federal funds in this contract. CONTRACTOR is a subrecipient. Federal funding details for this contract are as follows:

A.	Catalog of Federal Domestic Assistance (CFDA) number:	93.674
	CFDA Title:	Chafee Foster Care Independence Program
	Award Name and Federal Award Identification Number(FAIN):	N/A (via CDSS County Fiscal Letter only)
	Award Year:	FY 2015/16
	Were funds awarded for research and development activities?	No
	Name of the Federal awarding agency:	Federal DHHS via CDSS
	Amount in this contract:	$99,999.00

III. Total Federal Funds in this contract: $99,999.00

IV. CONTRACTOR'S (Subrecipient's) DUNS Number is: 060697109

V. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.

VI. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.

7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____ DATE: _____

SA16-00181

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning

And
NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

The Sacramento City Unified School District ("District") and the NEW HOPE COMMUNITY DEVELOPMENT CORPORATION ("NEW HOPE") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2015 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage NEW HOPE to develop, maintain and sustain programs that offer support services to Sol Aureus College Preparatory Independent Charter School and William Land elementary school during the critical after school hours to improve the quality of life for families, and improve academic performance and attendance for the students; and

WHEREAS, District and NEW HOPE will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sol Aureus College Preparatory Independent Charter School and 21st Century before school program at William Land elementary school, and Mandarin Language Immersion during the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter tobacco, alcohol and other drug use

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NEW HOPE shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and adhere to the SCUSD After School Program Manual (located on SCUSD After School Website);

ii. NEW HOPE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. NEW HOPE District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse NEW HOPE for direct services not to exceed **$132,106.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target (178 days)**
ASES	Sol Aureus College Preparatory Charter	$87,480.00	80
21st Century Before School	William Land	$40,626.00	62
Mandarin Immersion	William Land	$4,000.00	n/a
Total		**$132,106.00**	

The final installment shall not be invoiced by NEW HOPE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NEW HOPE shall provide documentation of **$26,421.20 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, NEW HOPE and each of NEW HOPE'S employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

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

E. Fingerprinting Requirements. NEW HOPE **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NEW HOPE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 1st, 2015, through June 30, 2016. The District may terminate this Contract with cause upon written notice of

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

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

G. Indemnity. NEW HOPE agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by NEW HOPE and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no NEW HOPE obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

J. Assignment. This Agreement is made by and between NEW HOPE and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between NEW HOPE and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings

of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

DISTRICT:

By: _____ _____
Gerardo Castillo Date
Chief Business Officer
Sacramento City Unified School District

NEW HOPE:

By: _____ _____
Authorized Signature Date

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize NEW HOPE in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of NEW HOPE to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
7. Help recruit students into the Program and provide the Program access to parents of participating students.
8. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide after school snack consistent with requirements of USDA.
11. Help coordinate custodial and storage needs of the Program.
12. Meet regularly with the District contact person, NEW HOPE site liaison and site administrator to identify program needs, successes, and assistance as needed.
13. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

NEW HOPE shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by NEW HOPE and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. Provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **NEW HOPE shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. NEW HOPE shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, Monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERs meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.

15. Provide at least one full time program manager per program that is employed until end of contract 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize the YDSS Quality Assurance tool, or a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
19. Act as liaison with parents in supporting the family literacy and family engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes, and assistance needed.

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.

2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
    - Requirements for Safety
    - Medical Protocol
    - Attendance Requirements
    - District Disciplinary Protocol
    - Field Trip Requirements etc.

3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
    - Adequate supervision
    - 20 to 1 students/staff ratio
    - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
    - Clear program rules and expectations

4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
    - Checking and answering emails and phone messages regularly
    - Issues/concerns will be communicated in a timely manner
    - Regular and clear communication with parents via newsletters, phone calls, emails etc.
    - Checking ASP website regularly

5. Program staff will conduct themselves in a professional manner at all times by being:
    - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
    - Prepared and ready at least 1 hour prior to start of programming.
    - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, service providers/staff should:
    - Have general knowledge of the academic standing of the students in their program.
    - Align after school programs to the regular school day
    - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee.
- Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
- Review the School Accountability Report Card for your school site. This information is posted on http://sacramentocity.schoolwisepress.com/home/

7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
   - Creating opportunities for youth-led activities and service learning
   - Involving youth in the decision-making process when appropriate
   - Encouraging youth civic engagement
   - Incorporating character education

8. 21st CCLC- After School programs must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with YDSS to deliver literacy and educational development services.

9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1b

Meeting Date: October 1, 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 October 1, 2015
2. Classified Personnel Transactions Dated October 1, 2015

Estimated Time of Presentation: N/A
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: José L. Banda, Superintendent

Attachment 1: CERTIFICATED 10/01/2015

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY							
HEWITT	PETER	0	Teacher, High School	CAREER & TECHNICAL PREPARATION	9/15/2015	6/30/2016	EMPLOY PROB'0' 9/15/15
EISNER	ADAM	B	Teacher, Elementary Spec Subj	JOHN MORSE THERAPEUTIC	9/3/2015	6/30/2016	EMPLOY .50 PROB1 9/3/15
EISNER	ADAM	B	Teacher, Elementary Spec Subj	SUCCESS ACADEMY	9/3/2015	6/30/2016	EMPLOY .50 PROB1 9/3/15
HANSON	TRACEY	B	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	9/14/2015	6/30/2016	EMPLOY PROB 9/14/15
BROUILLARD	CHRISTOPHER	B	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
MILLER	JANET	B	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
SZETO	LAURA	B	Teacher, Middle School	KIT CARSON MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
YANG	LINDA	0	Counselor, High School	LUTHER BURBANK HIGH SCHOOL	8/24/2015	6/30/2016	EMPLOY PROB '0' 8/24/15
LEIGHTON	LINDSEY	0	School Nurse	HEALTH SERVICES	9/10/2015	6/30/2016	EMPLOY PROB '0' 9/10/15
PERRY	JOSEPH	0	Teacher, Resource, Special Ed.	LUTHER BURBANK HIGH SCHOOL	9/8/2015	6/30/2016	EMPLOY PROB '0' 9/8/15
SIMON	ELYSE	0	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/27/2015	6/30/2016	EMPLOY PROB'0' 8/27/15
TUCKER	SARAH	0	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/27/2015	6/30/2016	EMPLOY PROB'0' 8/27/15
MILLER	ROBERT	0	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB'0' 9/3/15
HER	KAYING	B	Teacher, Elementary	ETHEL PHILLIPS ELEMENTARY	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
O'SULLIVAN	JUDITH	B	Counselor, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
STROBEL	JOSEPH	B	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
CHANG	MA LIA	B	Counselor, High School	HIRAM W. JOHNSON HIGH SCHOOL	9/2/2015	6/30/2016	EMPLOY PROB1 9/2/15
BELL	GENESIS	B	Teacher, Spec Ed	SUTTERVILLE ELEMENTARY SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
HARVEY	SHANEKA	B	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
SOFIZADA	HAFIZA	B	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
UCHIDA	KAELIN	B	Teacher, Spec Ed	SPECIAL EDUCATION DEPARTMENT	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
VANG	CHONG	B	Teacher, Childrens Center	CHILD DEVELOPMENT PROGRAMS	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
MOSELY	KRISTAL	E	Teacher, Elementary	CAMELLIA BASIC ELEMENTARY	9/3/2015	6/30/2016	EMPLOY TC 9/3/15-1/29/16
NGUYEN	ALICE	0	Teacher, Middle School	KIT CARSON MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB '0' 9/3/15
EXTEND							
STEWART	MICAELA	A	Teacher, Spec Ed	JOHN MORSE THERAPEUTIC	7/1/2015	11/6/2015	EXT LOA 7/1-11/6/15
COBURN	BETHANY	R	Spec II Student Support Svcs	INTEGRATED COMMUNITY SERVICES	7/1/2015	6/30/2016	EXT LTA (C) 7/1/15-6/30/16
GODINA	GEMA	R	Assistant Principal, High Sch	C. K. McCLATCHY HIGH SCHOOL	3/17/2015	6/30/2015	EXT LTA 7/1/15-6/30/16
GODINA	GEMA	R	Assistant Principal, High Sch	C. K. McCLATCHY HIGH SCHOOL	7/1/2015	6/30/2016	EXT LTA 7/1/15-6/30/16
BRUMM	VIRGINIA	Q	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	7/1/2015	6/30/2016	EXT LTA(B) 7/1/15-6/30/16
REEMPLOY							
NORTHCUTT	ALLISON	E	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	9/8/2015	6/30/2016	REEMPL TC 9/8/15-6/30/16
LOUIE	MARISA	E	Teacher, Middle School	SUTTER MIDDLE SCHOOL	9/3/2015	6/30/2016	REEMPLOY TC 9/3/15-6/30/16
STATUS CHANGE							
SPURLOCK	ROBERT	0	Teacher, Spec Ed	ALBERT EINSTEIN MIDDLE SCHOOL	7/1/2015	6/30/2016	STCHG 1.0 PROB0 7/1/15
MELTVEDT	DEBORAH	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	9/3/2015	6/30/2016	POS#REALIGN 9/3/15
WEST-NAWROC	CARLENA	Q	Teacher, High School	CAPITAL CITY SCHOOL	7/1/2015	6/30/2016	RE/STCG A 7/1-6/30/16
STEVENS	FRANCINE	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2015	6/30/2016	REA FR 7/1/15
HERNANDEZ	JOSE	A	Teacher, Resource, Middle Sch	WILL C. WOOD MIDDLE SCHOOL	9/3/2015	6/30/2016	REA FR 9/3/15
FONG	BRADLEY	A	Teacher, Elementary	BRET HARTE ELEMENTARY SCHOOL	9/3/2015	6/30/2016	REA FR 9/3/15
PACKWOOD	KARLA	B	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 1 9/3/15

NameLast NameFirst JobPerm JobClass PrimeSite BegDate EndDate Comment

JONES	STEVEN	A	Assistant Principal, High Sch	ROSEMONT HIGH SCHOOL	7/1/2015	6/30/2016	ST CHG LTA 7/1/15
PREDKO	JEREMY	A	Assistant Principal, High Sch	ROSEMONT HIGH SCHOOL	7/1/2015	6/30/2016	ST CHG LTA 7/1/15
EDER	JAMES	A	Site Instruction Coordinator	ROSEMONT HIGH SCHOOL	7/1/2015	6/30/2016	ST CHG 7/1/15
WATSON	MYLA	C	Teacher, Resource, Special Ed.	KIT CARSON MIDDLE SCHOOL	7/1/2015	6/30/2016	ST CHG PROB 1, 7/1/15
CLELAND-BRINZ	JENNIFER	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	7/1/2015	6/30/2016	STATUS CHG 7/1/16
KARLOVICH	VICKI	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	9/3/2015	10/1/2015	STCHG 9/3-10/1/15
CORONA	ALEJANDRO	A	Counselor, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2015	6/30/2016	STCHG 7/1/15
MARTINEZ	ANDRES	C	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2015	6/30/2016	STCHG 7/1/15
STOCKDALE	LUTISHA	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	9/3/2015	6/30/2016	STCHG 9/3/15
NATALE	SANDRA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	7/1/2015	6/30/2016	STCHG 7/1/15
WILLIAMS	DOMINIQUE	C	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2015	6/30/2016	STCHG 7/1/15
POLO	KIMBERLY	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	9/14/2015	6/30/2016	TR 9/14/15

LEAVES

MC MEEKIN	GRETCHEN	Q	Training Specialist	ACADEMIC OFFICE	9/3/2015	9/28/2015	LOA (PD) 9/3-28/15
REDE	ELIZABETH	B	Teacher, Elementary	A. M. WINN ELEMENTARY SCHOOL	9/12/2015	11/17/2015	LOA (PD) 9/12-11/17/15
WELCH	RYAN	A	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	7/1/2015	6/30/2016	LOA (UNP) 7/1-6/30/16
BUERGER	SARAH	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	9/3/2015	1/14/2016	LOA(PD) 9/3-1/14/16
LEMAY	LYSETTE	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	9/3/2015	9/16/2015	LOA(UNPD) 9/3-6/16/16

SEP/RESIGN/RETIRE

BURRILL	KEVIN	A	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	7/1/2015	8/14/2015	RESIGNED 8/14/15
KONOW	JAMES	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2015	8/31/2015	RESIGNED 8/31/15
PERRY	JOSEPH	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2015	9/7/2015	RESIGNED 9/7/15
BAKER	TIMOTHY	A	Teacher, Elementary	THEODORE JUDAH ELEMENTARY	4/27/2015	6/30/2015	RETIRED 6/13/15
HAYES	JULIE	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	7/1/2015	10/2/2015	SEP/39MO 10/2/15
CARLE	ARISARA	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	7/1/2012	6/30/2013	SEP/RESIGN 6/30/13
ELLER	ERIC	A	Teacher, Elementary Spec Subj	PARKWAY ELEMENTARY SCHOOL	9/3/2015	9/30/2015	SEP/RETIRED 9/30/15
ELLER	ERIC	A	Teacher, Elementary Spec Subj	MARK TWAIN ELEMENTARY SCHOOL	9/3/2015	9/30/2015	SEP/RETIRED 9/30/15
ELAM	JENNIFER	A	Site Instruction Coordinator	FERN BACON MIDDLE SCHOOL	7/1/2015	8/3/2015	SEP/TERM 8/3/15

Attachment 2: CLASSIFIED 10/01/2015

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY							
BUDAK	EMILY	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	9/3/2015	6/30/2016	EMPLOY .4375 PROB1 9/3/15
GARCIA	GUADALUPE	B	Clerk I	NEW JOSEPH BONNHEIM	9/3/2015	6/30/2016	EMPLOY .4375 PROB1 9/3/15
HANSEN	TIFFANY	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	9/3/2015	6/30/2016	EMPLOY .75 PROB1 9/3/15
RINK	CAITLIN	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	9/3/2015	6/30/2016	EMPLOY .75 PROB1 9/3/15
WRIGHT	MICHAEL	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	9/3/2015	6/30/2016	EMPLOY .75 PROB1 9/3/15
SAECHOU	NAI SENG	R	Library Media Tech Asst	JOHN H. STILL - K-8	9/3/2015	6/30/2016	EMPLOY LTA(A) 9/3/15-6/30/16
MENDOZA	ELISE	B	Inst Aid, Spec Ed	ROSA PARKS MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
JONES	GREGORY	B	Custodian	FATHER K.B. KENNY	7/1/2015	8/31/2015	EMPLOY PROB 7/1/15
DRYDEN	ANGEL	B	Custodian	HEALTH PROFESSIONS HIGH SCHOOL	8/21/2015	6/30/2016	EMPLOY PROB 8/21/15
MOLINA	HANNA CARMI	B	Clerk II	CESAR CHAVEZ INTERMEDIATE	8/25/2015	6/30/2016	EMPLOY PROB 8/25/15
GENTLE	STEPHANIE	B	Clerk II	SUSAN B. ANTHONY ELEMENTARY	8/27/2015	6/30/2016	EMPLOY PROB 8/27/15
EVANS	GEORGE	B	Custodian	ROSA PARKS MIDDLE SCHOOL	9/1/2015	6/30/2016	EMPLOY PROB 9/1/15
MURPHY	LENINNA	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2015	6/30/2016	EMPLOY PROB 9/1/15
BUGARIN	JOSE	B	Laborer-Gardener	FACILITIES MAINTENANCE	9/10/2015	6/30/2016	EMPLOY PROB 9/10/15
SHINTAKU	VANESSA	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	9/15/2015	6/30/2016	EMPLOY PROB 9/15/15
ARAMBEL	MAE	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
DETHERAGE	ERIK	B	School Intrvntn Monitor, Sp Ed	JOHN MORSE THERAPEUTIC	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
FORD	ANGIE	B	Inst Aid, Spec Ed	LEONARDO da VINCI ELEMENTARY	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
GLADILINA	NATALIA	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
HEALTON	MARK	B	Inst Aid, Spec Ed	HEALTH PROFESSIONS HIGH SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
HEALTON	MARK	B	Inst Aid, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
LEVELS	LENA	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
LOCKHART	ARTISTA	B	Educational Assistant	JOHN MORSE THERAPEUTIC	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
THOMAS	FELISHA	B	Inst Aide Special Ed LH-SH	THE MET	9/3/2015	6/30/2016	EMPLOY PROB 9/3/15
GUTIERREZ ARELLANO	CRISTIAN EDU	B	Custodian	CHILD DEVELOPMENT PROGRAMS	9/8/2015	6/30/2016	EMPLOY PROB 9/8/15
MARETTI	BRYAN	B	Custodian	CAL. MONTESSORI PROJECT CAPITO	9/8/2015	6/30/2016	EMPLOY PROB 9/8/15
ANDERSON	MARTIN	B	Custodian	PACIFIC ELEMENTARY SCHOOL	9/14/2015	6/30/2016	EMPLOY PROB1 9/14/15
RENDA	ANTHONY	B	Custodian	PHOEBE A HEARST BASIC ELEM.	9/3/2015	6/30/2016	EMPLOY PROB1 9/3/15
REEMPLOY							
CHHALY	SAVINN	A	Custodian	LEATAATA FLOYD ELEMENTARY	9/10/2015	6/30/2016	REEMPLOY FR 39MO RR 9/10/15
VASQUEZ	LISA	B	School Office Manager I	PARKWAY ELEMENTARY SCHOOL	8/20/2015	6/30/2016	REEMPLOY PROB 8/20/15
SPEASE	DAWN	B	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	9/3/2015	6/30/2016	REEMPLOY PROB 9/3/15
VANG-XIONG	EDNA	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	9/3/2015	6/30/2016	REEMPLOY PROB 9/3/15
MOYO	BEATRIZ	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	9/3/2015	6/30/2016	REEMPLOY PROB19/3/15
GUTIERREZ	DESIREE	A	Bus Driver	TRANSPORTATION SERVICES	7/1/2015	8/31/2015	RET FR LOA ADMIN UNPD 7/1/15
GATES	TERESA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	7/1/2015	9/4/2015	RETURN FROM LOA (PD) 7/1/15
TIETJEN	SHIRLEY	A	Instructional Aide	CAMELLIA BASIC ELEMENTARY	7/1/2015	6/30/2016	RTN FROM LOA (PD) 7/1/15
STATUS CHANGE							
VUE	MINDY	R	Assessor-Translator MOC	MATRICULATION/ORIENTATION CNTR	9/3/2015	6/30/2016	RE STCHG LTA 9/3/15-6/30/16
CERDA	ADA	B	Instructional Aide	BG CHACON ACADEMY	9/3/2015	6/30/2016	REA FR FSA I/STCHG FR .375 9/3/15
RODRIGUEZ	ANA	B	Home Visitor HS-EHS Home Base	CHILD DEVELOPMENT PROGRAMS	8/31/2015	6/30/2016	REA FR IA CD/STCHG PROB 1 8/31/15
JEFFERIES-GOOCH	KARLA	B	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	9/3/2015	6/30/2016	REA FR IA, SP ED/TR 9/3/15

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY							
BUDAK	EMILY	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	9/3/2015	6/30/2016	EMPLOY .4375 PROB1 9/3/15
ROHRER	NICOLE	B	Transition Asst SpEd	SPECIAL EDUCATION DEPARTMENT	9/3/2015	6/30/2016	REA FR IA,SP ED/STCHG.625 9/3/15
JORDAN	LAUREN	B	Office Technician IV	C. K. McCLATCHY HIGH SCHOOL	9/3/2015	6/30/2016	REA, STCHG PROB F/T, 9/3/15
MORA	TAMI	B	Supervisor IV, Emp Comp Serv	EMPLOYEE COMPENSATION	7/27/2015	11/30/2015	REAS ST CHG 7/27/15
WONG	YIN-SHAN	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	9/3/2015	6/30/2016	ADMIN TR FR LDV 9/3/15
SANCHEZ	MAGDALENA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	7/1/2015	4/30/2016	ST CHG .75:7/1/15
GUTIERREZ	DESIREE	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG .8125 9/2/15
MONTANEZ	JOHN	A	Campus Monitor	AMERICAN LEGION HIGH SCHOOL	7/1/2015	6/30/2016	STCHG 1.0 7/1/15
WHITTEN	TRISHA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG 1.0 9/2/15
KILBY	CYNTHIA	Q	Ombudsperson	AREA ASSITANT SUPERINTENDENTS	7/1/2015	6/30/2016	STCHG 1.0 LTA(B) 7/1/15-6/30/16
LA MARR	PATRICIA	Q	Ombudsperson	AREA ASSITANT SUPERINTENDENTS	7/1/2015	6/30/2016	STCHG 1.0 LTA(B) 7/1/15-6/30/16
PATTULLO	JANET	R	Ombudsperson	AREA ASSITANT SUPERINTENDENTS	7/1/2015	6/30/2016	STCHG 1.0 LTA(B) 7/1/15-7/1/16
WINN	TASSIE	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	9/3/2015	12/31/2015	STCHG FR .3125 9/3/15
RODRIGUEZ	ELIZABETH	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .6825 9/2/15
MURPHY	JACKIE	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .6875 9/1/15
MCDANIELS	FAITH	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .6875 9/2/15
WEST	CARI	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .6875 9/2/15
MINOR	OLIVIA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .75 9/2/15
NGUYEN	HUNG	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .75 9/2/15
SAECHAO	NAI	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .75 9/2/15
GARCIA	TIANA	A	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	9/3/2015	6/30/2016	STCHG TO .75 9/3/15
McINTYRE	DANA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .75, 9/2/15
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
McGLOTHIN	ELMON	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 7/1/15
SHARP	JENNIFER	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/1/15
MARTIN	CEDRIC	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
MARTINEZ	JOSE	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
MYRICK	WONNIE	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
NGUYEN	HUY	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
NGUYEN	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	9/30/2015	STCHG TO .8125 9/2/15
NUGENT	CATHLIN	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	2/29/2016	STCHG TO .8125 9/2/15
PENA	YOLANDA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
PRICE URIBE	ELIZABETH	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	10/31/2015	STCHG TO .8125 9/2/15
RODRIGUEZ	GABRIEL	B	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	4/30/2016	STCHG TO .8125 9/2/15
RODRIGUEZ	VERONICA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	10/31/2015	STCHG TO .8125 9/2/15
WORTHY	SHBRON	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .8125 9/2/15
ORTIZ	CELIA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .875 9/2/15
PATTERSON	GILFORD	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .875 9/2/15
PHAN	MINH	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .875 9/2/15
SMITH	MISTY	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO .875 9/2/15
SPAGNER	ANGELIA	A	Bus Driver	TRANSPORTATION SERVICES	9/1/2015	6/30/2016	STCHG TO .90625 9/1/15
MASON	AUSTIN	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
MITCHELL	SHARIE	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
ODOM	LUTHER	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
ODOM	RAMSEY	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
ORTIZ	FRANCISCO	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
PERRES	ZENA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
PITTS	GAYLA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
RIGGS-DIPINTO	LISA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
RITCHESON-FISCHER	KIM	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
ROBERTSON	ARTHIA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
SANTOS	LETICIA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY							
BUDAK	EMILY	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	9/3/2015	6/30/2016	EMPLOY .4375 PROB1 9/3/15
SARRARAZ	SUSAN	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
SINGH	VEER	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
SPARKS	GLENDA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
TEEPLE	JUDITH	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
THORNTON	GREGORY	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
TRAN	TUAN	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
WILLS	CASONDRA	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO 1.0 9/2/15
GARCIA	TIANA	A	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	9/1/2015	9/2/2015	STCHG TO PERM 8/27/15
RANEY	DEMERIS	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO.1.0 9/2/15
WADE	ADAM	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHG TO.8125 9/2/15
MILES	KAREN	A	Bus Driver	TRANSPORTATION SERVICES	9/2/2015	6/30/2016	STCHGTO .875 9/2/15
MORTON	KAITLYN	A	Educational Assistant	JOHN MORSE THERAPEUTIC	7/1/2015	9/18/2015	
LEAVES							
CURTIN	PATRICIA	A	In-House Suspension Staff Asst	HIRAM W. JOHNSON HIGH SCHOOL	9/15/2015	10/25/2015	LOA(PD) FMLA9/15-10/25/15
CREER	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	9/3/2015	10/1/2015	LOA(UNPD)PA 9/3-10/1/15
SEP/RESIGN/RETIRE							
FARINIAS	JOSEPH	B	Adm & Family Svcs Tech	ENROLLMENT CENTER	8/21/2015	9/11/2015	RESIGNED PL 9/11/15
CHANG	MAY	Q	Youth Services Pgm Associate	YOUTH DEVELOPMENT	7/1/2015	10/15/2015	SEP/RES 10/15/15
SUN-RUDOLPH	EDITH	B	HRS Analyst	HUMAN RESOURCE SERVICES	7/1/2015	9/16/2015	SEP/RET 9/16/15
BROWN	MARY	A	Employment Coach SpEd	SPECIAL EDUCATION DEPARTMENT	7/1/2015	10/31/2015	SEP/RETIRE 10/21/15
FERRIS	WILLIAM	B	School Plant Ops Mngr III	ROSEMONT HIGH SCHOOL	7/1/2015	9/25/2015	SEP/RETIRE 9/25/15
O'MARA	JON	B	Laborer	FACILITIES MAINTENANCE	7/1/2015	2/6/2016	RETIRED 2/6/16
GALIOTO	ANTHONY	A	Inst Aid, Spec Ed	THEODORE JUDAH ELEMENTARY	7/1/2014	6/11/2015	RETIRED 6/11/15
MORRIS	TWILA	A	Instructional Aide	JAMES W MARSHALL ELEMENTARY	7/1/2015	9/2/2015	RETIRED 9/2/19

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1c

Meeting Date: October 1, 2015

Subject: Approve Resolution No. 2854: 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. 2854: 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. 2854: Resolution Regarding Board Stipends.

Estimated Time of Presentation: N/A
Submitted by: Darrel Woo, Board President
Approved by: José L. Banda, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 2854

RESOLUTION REGARDING BOARD STIPENDS

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

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

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

1. Adopts the foregoing recitals as true and correct;

2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and

3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1st day of October, 2015, by the following vote:

AYES: ____
NOES: ____
ABSTAIN: ____
ABSENT: ____

_____
Darrel Woo
President of the Board of Education

ATTESTED TO:

_____
José Banda
Secretary of the Board of Education

ATTACHMENT A

RESOLUTION NO. 2854

1. Absence Due to School Business. Stipends are authorized to the following Board members due to performance of services outside the meeting for or on behalf of the District:

   a. Board member Diana Rodriguez for the meeting date of September 17, 2015.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1d

Meeting Date: October 1, 2015

Subject: Approve Minutes of the September 3, 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 September 3, 2015, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:
1. Minutes of the September 3, 2015, Board of Education Regular Meeting

Estimated Time of Presentation: N/A
Submitted by: José L. Banda, Superintendent
Approved by: N/A

Sacramento City Unified School District
BOARD OF EDUCATION
MEETING AND WORKSHOP

Board of Education Members
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)
Elizabeth Barry, Student Member

Thursday, September 3, 2015
4:30 p.m. Closed Session
6:30 p.m. Open Session

Serna Center
Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2015/16-4

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:35 p.m. by Vice President Pritchett, and roll was taken.

Members Present:
Vice President Christina Pritchett
Diana Rodriguez
Ellen Cochrane
Jessie Ryan

Members Absent:
President Darrel Woo
Second Vice President Jay Hansen (arrived at 4:50 p.m.)
Gustavo Arroyo (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) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case No. 2015050042 and OAH Case No. 2015050790)

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

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

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

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

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

3.5 Government Code 54957 – Public Employee Appointment
a) Principal, West Campus

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

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

Members Present:
Vice President Christina Pritchett
Second Vice President Jay Hansen
Gustavo Arroyo
Member Cochrane
Member Rodriguez
Member Ryan
Student Member Elizabeth Barry

Members Absent:
President Darrel Woo

The Pledge of Allegiance was led by ReVerb Project, a group of high school students from C. K. McClatchy, John F. Kennedy, Luther Burbank, and Rosemont High Schools. Certificates of Appreciation were presented by Board Vice President Christina Pritchett.

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Jerry Behrens made two announcements. The Board voted 6-0, with President Woo absent, to approve a Special Education settlement in OAH Case No. 2015050042. The Board also voted 6-0, with President Woo absent, a certificated employee settlement in OAH Case No. 2015050790.

Superintendent Banda announced that the Board voted 6-0, with President Woo absent, to approve the appointment of David Rodriguez as Principal of West Campus High School.

6.0 AGENDA ADOPTION

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

7.0 PUBLIC COMMENT

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

None.

8.0 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.

8.1 <u>Items Subject or Not Subject to Closed Session</u>:

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

8.1b Approve Personnel Transactions (Cancy McArn)

8.1c Approval of 2015-16 Single Plans for Student Achievement for K-8 Schools (Al Rogers)

8.1d Approve Minutes of the August 6, 2015, Board of Education Meeting (José L. Banda)

Public Comment:

None.

Board Member Comments:

None.

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

9.0 COMMUNICATIONS

9.1 Employee Organization Reports: ***Information***

- *CSA – No report given.*
- *SCTA – President Nikki Milevsky reported on behalf of SCTA.*
- *SEIU – No report given.*
- *Teamsters – No report given.*
- *UPE – No report given.*

9.2 District Parent Advisory Committees: ***Information***

- *Community Advisory Committee – Angie Sutherland reported on behalf of CAC.*
- *District Advisory Council – No report given.*
- *District English Learner Advisory Committee – No report given.*
- *Gifted and Talented Education Advisory Committee – No report given.*
- *Sacramento Council of Parent Teacher Association (PTA) – Laura Rios reported on behalf of the Sacramento Council of PTAs.*

9.3 Superintendent's Report (José L. Banda) ***Information***

Superintendent Banda reported on the first day of school for over 43,000 students and their families. He visited schools throughout the day. The day started out with a fun movie premier-type celebration at Hollywood Park Elementary School. The Superintendent thanked staff for their hard work, especially Principal Luke and Plant Manager Sergio Bravo. He also visited California Middle School, David Lubin Elementary, American Legion High School, and the Oak Park Community Garden. Students from American Legion's Men's Leadership Academy help to maintain the garden. The Superintendent noted that the Board members were also at schools, and he thanked them and central office staff.

9.4 President's Report (Darrel Woo) ***Information***

In President Woo's absence, Vice President Pritchett gave her report. She attended the first day of school event at Hollywood Park Elementary with the Superintendent and Member Ryan. She also reported that the Evaluation Committee survey that was sent out to staff and community members was closed last Friday with 438 staff members and785 parent/community members responding.

9.5 Student Member Report (Elizabeth Barry) ***Information***

No report given.

9.6 Information Sharing By Board Members ***Information***

Member Rodriguez announced that there will be a community parade on Sunday, September 20th from 12:00 to 2:00 p.m. starting at 444 Franklin Boulevard and ending at 3301 37th Avenue (Maple Community Center). Also, there is a new Consulate General of Mexico, Alejandra Garcia Williams. On September 9th, Member Rodriguez will be attending a reception to welcome her. She invited anyone that has a need to engage with the new Consulate General to contact her. Member Rodriguez also announced that she has been awarded a scholarship from NALEO to attend this year's education summit in Washington D.C. The summit is from September 18 to 19. She also reported that she recently graduated from a program co-sponsored by the University of Southern California, the Latina Global Executive Leadership Program. Her focus over the next year is to begin a young women's leadership program for our District.

Member Ryan announced she will be launching a civic engagement project in the District by working in partnership with former State Senator Gary Hart and Sierra Health Foundation. This project looks to empower community youth to connect to the ability to contribute meaningfully to the world. The project will be launched at American Legion High School at the end of September. Member Ryan attended and reported on the first day of school activities at Hollywood Park Elementary School, Leonardo da Vinci K-8 School, Oak Ridge Elementary School, Father Keith B. Kenny K-8 School, Ethel Phillips Elementary School, and Ethel I. Baker Elementary School. She plans to visit Pacific Elementary School tomorrow. She also reported a recent meeting with Sacramento Area Congregations Together. At the Crest Theater on October 15th they will be sponsoring a documentary viewing of a Washington school district that was able to use trauma intervention to significantly turn around struggling schools. This is a free program, and Member Ryan will send out information to anyone interested.

Second Vice President Hansen reported that he attended a back-to-school event at Leataata Floyd Elementary School. Projects were completed over the summer to get the campus ready for the new school year. Also, he completed a tour of a gym renovation at California Middle School. Their enrollment is up 100 students this year compared to last year. Second Vice President Hansen also relayed a message for Principal Peter Lambert of C. K. McClatchy High School; Principal Lambert was going to report on behalf of UPE, but was detained.

Member Cochrane reported that she visited several schools, but especially reported on first day activities at Tahoe Elementary School.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 2015-16 Local Control Accountability Plan Update ***Information***
(Al Rogers)

Chief Strategy Officer Al Rogers and LCAP/SPSA Coordinator Cathy Morrison gave the presentation. They went over background and reported on amendments made to the LCAP, parent advisory committees, and explained the timeline and next steps.

Public Comments:
Jonathan Tran, of Hmong Innovating Politics, spoke on the expansion of the ELD Trailblazer programs to 17

schools. He feels this is tremendous progress, and he hopes information can be updated on the District website. He is also happy about the formation of the English Learner Advisory Committee. He also spoke on on-going transparency and engagement metrics.
Liz Guillen, with Public Advocates, reported that on August 18 members of the Community Priority Coalition and Public Advocates wrote to the Superintendent and Chief Business Officer Gerardo Castillo about concerns they raised previously in a Budget Oversight Committee meeting regarding language of the LCAP, that the LCAP was not clear in how the District was planning to increase or improve services for unduplicated students, and that the District's calculation on the amount of money used to increase or improve services did not match the amount of money received last year. A response was received, but they have not had enough time to process it. They request that there be time to publicly discuss the matter at the next Board meeting.
Darlene Anderson has concerns with lack of services in Special Education and for African American students.

Board Member Comments:

Second Vice President Hansen replied to Ms. Guillen's comments and thanked her for her organization's involvement. He will work on scheduling additional time for her concerns with the Executive Committee. He also thanked Dr. Rogers for the presentation and noted that he has invited his two LCAP appointees to serve again. He feels the continuity of a second year on the committee is important. He is encouraged about student involvement as well, and he asked that Student Board Member Barry be consulted when they are looking to start the process of student outreach.

Member Rodriguez asked Ms. Guillen if she would send an e-mail with possible dates to meet. She also asked if the plan is to have joint meetings with DELAC and the English Learner Parent Advisory Committee. Dr. Rogers answered that the schedule is not made yet, but there will probably be some joint meetings. They want to give both groups full sponsorship. Member Rodriguez noted that not every school site that should have an ELAC is fully functioning as an ELAC. She asked what the strategy is to ensure that we are getting parents involved that have not yet been. Dr. Rogers said that it is difficult to guess which parents are fully involved currently and which will be emerging, so we will have to work through that as we go. The strategy is to reach out to all of the schools and, depending on the response, we will know how to proceed. Member Rodriguez said that she has found it very effective to work with existing parent leaders.

Member Ryan said she concurs with much of what Board Member Hansen said. She thanked Dr. Rogers for having the amendments to the plan that reflected the priorities of the Parent Advisory Committee. She is very appreciative of the expanded student role in the future.

Member Cochrane asked Dr. Rogers to speak on EL coordinators, classroom teachers, and the type of recruitment of parents that is going on at the grass-roots level. Dr. Rogers said that it varies by school community and that it is early to respond at this point in time. Engagement with ELAC is part of our principals' normal routine and leadership, but we do also need to work with local community groups.

Member Rodriguez asked if there are fewer questions on the application this year. Ms. Morrison replied that the question about advocacy versus advisory was removed and can be reinstated. Member Rodriguez said it may need rewording, but should be brought to the Board before being omitted. Ms. Morrison said the plan was to post tomorrow.

Member Ryan noted that she heard from several parents and advocates that they had issues with that question. She offered to re-word the question tonight.

Member Rodriguez indicated that this was a good idea since the plan is to get it out tomorrow. They could perhaps come back and revisit this one question at the end of the Board meeting. Vice President Pritchett said that would be fine.

10.2 Strategic Planning Process Overview (Al Rogers) ***Information***

Dr. Rogers gave the presentation which began by covering background and then went on to cover the strategic planning process, alignment with the LCAP, and timeline/next steps.

Public Comments:
Darlene Anderson feels that the District wants to seek public engagement without discussing the data. She also has concerns with the amount of parent input allowed in developing SDC plans and credit recovery plans.

Board Member Comments:

Member Rodriguez asked if a bargaining unit is missing on slide 8. Dr. Rogers said yes, CSA is inadvertently omitted. Member Rodriguez asked if there have been conversations with all union partners. Dr. Rogers said no, that the process is still at the conceptual design level, but we will be connecting with the bargaining units. Member Rodriguez said she likes the design process shown on slide 9. She asked about the first bulleted statement on slide 16; what is the vision to prepare school site staffs to ensure a level of authenticity? Dr. Rogers said he knows principals do enjoy active relationships with their community groups. Also the Area Assistance Superintendents, along with Dr. Rogers and his staff, will sponsor the principals. Pivot Learning Partners can work with them to facilitate those conversations. Plus, our Public Education Volunteers are people who are connectors for their respective communities. They will be able to facilitate that conversation readily through formal venues such as faculty meetings as well as informal meetings. Member Rodriguez asked how Dr. Rogers plans to get to the point where everyone's voice is being heard. Dr. Rogers said groups may be missed the first time, but there are three takes at this, and he anticipates that the Board will want an ongoing feedback loop. Doing this alongside the LCAP strengthens the integrity of our effort to get out and obtain feedback because the LCAP is done, and renewed annually.

Superintendent Banda agreed that there is likely to be gaps and low turnout from some parts of our District, but as we will come back a number of times, we will be able to look at the data and find out where low participation is located. We can then circle back to find out why participation is low. It could be access to meetings, language translation issues, etc.

Member Rodriguez asked how, for the strategic plan, parents will take a more active, participative leadership role in this type of setting. Dr. Rogers asked for clarification. Member Rodriguez is asking if parents may get confused with the two parallel programs. Dr. Rogers said that they know the message will at times be confusing for people, and the design team will be looking for that phenomenon especially. We will have to go back out to clarify, re-state, and re-engage. Member Rodriguez asked, regarding the commitment to go back out, if we have the resources to do that. Dr. Rogers said that he believes we do at this point. He anticipates that our Public Educator Volunteers will have a large role in this. Member Rodriguez said that she would like to see how he will address anticipated confusion and overlap during their one-on-one meeting. She then asked if he had asked principals at every school site which community based organizations they work with and how engaged of a role can they get them to commit to during this endeavor (of going out into the community to discuss the strategic plan)? Dr. Rogers said that they have not as of yet, but he will certainly take this under advisement.

Second Vice President Hansen said he would like us to expand who we speak to when we do the strategic plan, such as businesses, Chamber of Commerce, etc. He would also like to see us work more with our City and County government partners. He would like meeting time to be arranged with Councilmembers and Supervisors that are interested in the process. He noted that our budget and the City and the County budgets are spent every year on the same group of people. The more that we can align the work that we are doing together, the more we can maximize our effectiveness for our resident tax-payers to provide better value and do good work. He also noted that the Sacramento Bee, News and Review, and television spots have all been positive toward things we have been doing. He feels the media can also be helpful in this and that it would be good to obtain feedback from the media. The timeline for this is long; he does not want to see us get too caught up in process and not enough involved in action and getting things done for our students and District.

Member Cochrane thanked Dr. Rogers for the planning he has done. She asked what is the time frame for completing the ideas in the strategic plan. Dr. Rogers said the work that will be outlined will take about five years. The Board can change the scope of the strategic plan however. The first draft that will be presented in November will cover the framework, but the Board can have input at any time. Member Cochrane then asked if there will be a dedicated employee to help him in this. Dr. Rogers said that yes, Chief Information Officer Elliot Lopez will be working on our data systems.

Member Ryan said she is glad Member Cochrane spoke to the data. She hopes data will inform every piece of this, and she is very interested in seeing how Dr. Rogers utilizes it moving forward. She also cautioned that, with a big vision, ideas, and goals, measurement is difficult. She wants to ensure that alongside those goals we have some clear metrics so that at every level we can see if we are making gains in student achievement. She is also grateful for the family and community engagement piece. She would like to see Dr. Rogers work with Chief Communications Officer Gabe Ross to shape a communications plan for family and community engagement that allows for a focus group of families that gives feedback on the language proposed before going out into the community.

Student Member Barry told Ms. Anderson that she admires how she repeatedly comes to Board meetings to fight for what she wants. She said she would like to exchange information with her after the meeting so that she can learn more about issues that Ms. Anderson has been speaking about to see if she can be of any help.

Member Pritchett thanked Dr. Rogers for all of his work and said she looks forward to what will come.

10.3 Restorative Justice and Equity Update (Doug Huscher) ***Information***

Doug Huscher, Assistant Superintendent of Equity, gave the presentation. He began by explaining the new Equity Department. The goals of the department are to understand and improve school climate, implement approaches outlined in Board policy, find the courage to interrupt and transform inequitable systems into places of opportunity for young people and adults, and to develop equity leaders throughout the District. He presented on school climate, Social Emotional Learning, Positive Behavior Intervention Support, Restorative Practices, Restorative Justice, summer trainings held, family engagement and empowerment, barriers, next steps and the National Equity Project.

Public Comments:
<u>Darlene Anderson</u> spoke of transitional support that was provided to her son with the help of Principal Rosario Guillen and, through Special Education, an Instructional Aide. She feels that the District documents students, but yet often it does not lead to a solution. She has concerns that data is collected but not utilized.

Joe Smith spoke about the strategic plan and suggested using District gyms for youth engagement services and expanded learning providers to highlight the strategic plan. He commented that he does not see behaviors mentioned in the Item 10.3 presentation as "stupid", as the presentation described. He thanked the presenter for addressing questions of how we want to move forward and our commitment to have change. He mentioned that the practice of a restorative movement stems from the large disproportionate effect on students of color.

Liz Guillen, with Public Advocates, is pleased that the District is taking restorative practices philosophy seriously. She said this is something that organizations in the Community Priority Coalition have asked to have. One of the improvements in the LCAP that came back in the revisions from the County was in goal three, to create more emotionally safe learning environments. Expected measurable outcomes that were added, however, are suspension rates. What is missing is that these outcomes need to be identified by subgroup.

Board Member Comments:

Member Ryan concurs with Ms. Guillen's statement regarding efforts toward change. She asked if participants participated in conducting a pre and post survey to get a sense of how they entered the room with expectations and then what they were able to take leaving the room. This would alter future trainings as a result of the feedback received. Mr. Huscher replied that, as the training was during summer, they were not able to do a pre-assessment, but they did gather most extensive post-data from the participants. Member Ryan asked if there was an even number of both teachers and administrators. Mr. Huscher said that each administrator brought a team from their site. The teams ranged from three to seven, with a total of ten schools. Member Ryan said she is grateful for this work that Mr. Huscher is doing. She asked if he is looking at other cities and states that have done this work well. Mr. Huscher answered that yes; many districts have arrived at a different definition for equity. Member Ryan asked if part of the vision for the work moving forward in the coming year is to include classified staff in the restorative practices work. Mr. Huscher said yes, when we talk about school climate we are talking about not just teachers, but also classified staff, certificated staff, and parent leaders. We want to look at how we can expand that so that the whole school can be restorative in its approach. Member Ryan said that at every school she has visited the conversation always includes SEL, Restorative Justice, and/or school climate. Principals and teachers are all very eager to continue the work. Schools that do not already have a dedicated stream of revenue to grow their SEL or Restorative Justice work had an idea of creating a series of "train the trainer" trainings. Mr. Huscher said that one of the things being looked at for next year is The International Institute for Restorative Practices's model which is just like that. Member Ryan reported that she has committed resources out of her allocated Board area budget to Principal Rolleri at Oak Ridge so he can utilize an unused classroom to create a calming space to integrate some of the trauma/intervention methods he has learned.

Member Rodriguez thanked Mr. Huscher for his presentation. She then referred to slide 15 and spoke of the effect people have on one another and the effect of different cultures in organizations. She also thanked Mr. Huscher for the last bullet on slide 16. She referred to slide 20 and asked how is greater academic achievement measured and how do we know it is SEL versus PBIS or RJ. Mr. Huscher said he believes the studies he referenced had seen an 11 percent increase separated out using a control group. Member Ryan said she is excited about the hosting of the SEL summit in February.

Vice President Pritchett thanked Mr. Huscher for his presentation.

11.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *September 17, 2015, 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*
- ✓ *October 1, 2015, 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*

12.0 ADJOURNMENT

Vice President Pritchett asked for a motion to adjourn the meeting; a motion was made by Student Member Barry and seconded by Second Vice President Hansen. The motion was passed unanimously, and the meeting was adjourned at 9:32 p.m.

_____

José L. Banda, Superintendent and Board Secretary

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1e

Meeting Date: October 1, 2015

Subject: **Approve Minutes of the September 15, 2015, Board of Education Special Meeting Minutes**

- ☐ 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 Special Board of Education Meeting for September 15, 2015

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:
1. September 15, 2015, Special Board of Education Meeting Minutes

Estimated Time of Presentation: N/A
Submitted by: José L. Banda, Superintendent
Approved by: N/A

Sacramento City Unified School District
BOARD OF EDUCATION
SPECIAL MEETING

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)

Tuesday, September 15, 2015
5:30 p.m.

Serna Center
Washington Conference Room
2nd Floor, 5735 47th Avenue
Sacramento, CA 95824

MINUTES
2015/16-5

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:30 p.m.

Members Present: President Woo, Vice President Pritchett, Second Vice President Hansen, Member Arroyo, Member Cochrane, Member Rodriguez, and Member Ryan

A quorum was reached.

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

None.

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 54957 – Public Employee Performance Evaluation
Title: Superintendent

4.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None.

5.0 ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

_____

Darrel Woo, Board President

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 8 hours before the scheduled Board of Education special 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 24 hours in advance of the Board of Education special meeting and relating to an open session item are available for public inspection at 5735 47th Avenue at the Front Desk Counter and on the District's website at www.scusd.edu

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1f

Meeting Date: Oct 1, 2015

Subject: **Approve C. K. McClatchy Field Trip to Dallas, Texas from October 15 to October 18, 2015**

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

Division: Deputy Superintendent

Recommendation: Approve C. K. McClatchy Field Trip to Dallas, Texas from October 15 to October 18, 2015

Background/Rationale: On October 15 through October 18, 2015, students from C. K. McClatchy will travel by flight to Dallas, Texas to attend the St. Mark's School Speech and Debate Tournament. There will be two chaperons attending with six students.

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

LCAP Goal(s): College and Career Ready Students

Documents Attached:
1. Out of State Field Trip Documents

Estimated Time of Presentation: N/A	
Submitted by:	Lisa Allen, Interim Deputy Superintendent
	Mary Hardin Young, Area Assistant Superintendent
Approved by:	Jose L. Banda, Superintendent

Print Form

Sacramento City Unified School District

FIELD TRIP REQUEST FORM

(USE A SEPARATE FORM FOR EACH TRIP)

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

School Name CK McClatchy Date 09/09/15

Teacher's Name Stephen Goldberg Room # _____ Telephone #916-712-0786

Fax # 916-551-2196

Field Trip Destination St. Mark's School, Dallas, Tx

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

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

Route Fly from Sacramento to Dallas Fort Worth, Tournament providing transportation in Dallas

Educational nature of field trip/excursion Debate Tournament

Depart Date 10/15/15 Time 12 pm am/pm Return Date 10/18/15 Time 10 pm am/pm

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

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

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

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

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

☐ Public Transportation ☐ Train ☑ Commercial Airline ☐ Other: _____

Funding Source Individual Financial Assistance Available? ☐ yes ☉ no

Number of students participating: 6

Adult Supervisors/ Drivers:	DRIVER		DRIVER	
1) Betsy Long	☐ yes	☉ no	2) _____	☐ yes ☐ no
3) _____	☐ yes	☐ no	4) _____	☐ yes ☐ no

Teachers and Staff Attending:

1) Stephen Goldberg	☐ yes	☉ no	2) _____	☐ yes ☐ no
3) _____	☐ yes	☐ no	4) _____	☐ yes ☐ no

Principal Approval _____ Date 9/8/15

Risk Management Approval (Unusual Activities) _____ Date 9/23/15

Segment Administrator Approval _____ Date 9/23/15

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

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

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

Print Form | Submit by Email

Sacramento City Unified School District

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

School Name CK McClatchy Date 09/09/15

Teacher's Name Stephen Golberg Room # [redacted] Telephone # 916-712-0782

Field Trip Destination St. Marks School, Dallas, Tx

Reason for travel Debate Tournament including special invitation portion of tournament for the best Sophomores in the United States.

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

Attach a detailed itinerary for each day:

Signed Stephen Golberg
Teacher

Approvals:

Principal — Date 9/23/2015

Risk Management Dept. — Date 9/23/15

Segment Administrator — Date 9/23/15

Superintendent — Date 9/24/15

Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend:

☐ Conference/Workshop

☐ Business Meeting

Purpose for Attending:

☐ Professional Development

☐ Continued Education Credits Earned

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

REQ #

School/Department: C.K. McClatchy High School

Date: 9-24-15

Date(s) of Event: 10/15/2015

Location: Dallas, Texas

Event Title (attach brochure): St. Mark's School Speech and Debate Tournament

Purpose*: speech and debate tournament

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

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

How will this activity/event be used and shared?

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
Stehen Goldberg	Debate Coach	No		n/a
		No		
		No		
		No		
		No		

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

☐ Additional Attendees Attached

Approvals:

Principal/Department Head Signature & Print Name — Date 9/24/15

Cabinet Level or Designee Signature — Date 9/24/15

Chief Business Officer Signature — Date 9/24/15

Superintendent or Designee Signature — Date

District cost for all attendees (estimate)

Registration Fee ***

Meals included?

B ☐ L ☐ D ☐

Lodging

Transportation

Meals

Other

TOTAL

☐ Categorical — Budget Code(s): $

☐ General Fund/Unrestricted $

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

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

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1

Meeting Date: October 1, 2015

Subject: Resolution No. 2855: Recognition of the Week of the School Administrator

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

Department: Superintendent's Office

Recommendation: Approve Resolution No. 2855: Recognition of the Week of the School Administrator.

Background/Rationale: The Week of the School Administrator was included in state Education Code section 44015.1 in 1999 in recognition of the importance of educational leadership at the school, school district, and county levels. The second full week in the month of October of each year is designated as "Week of the School Administrator" Schools, school districts and county superintendents of schools are encouraged to observe the week with public recognition of the contributions that school administrators make to successful pupil achievement. With Resolution No. 2855, the District recognizes the week of October 11-17, 2015 as the 2015 Week of the School Administrator.

Financial Considerations: None

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

Documents Attached:
1) Resolution No. 2855

Estimated Time of Presentation: 5 minutes
Submitted by: Darrel Woo, Board President
Approved by: José L. Banda, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 2855

RECOGNITION OF THE WEEK OF THE SCHOOL ADMINISTRATOR

WHEREAS, Leadership matters for California's public education system and the more than 6 million students it serves; and

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, The future of California's public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Association of California School Administrators that all school leaders be commended for the contributions they make to successful student achievement.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1st day of October, 2015, by the following vote:

AYES: ____
NOES: ____
ABSTAIN: ____
ABSENT: ____

_____
Darrel Woo
President of the Board of Education

ATTESTED TO:

_____
José L. Banda
Secretary of the Board of Education