



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, March 5, 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

2014/15-17

Allotted Time

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

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

3.0 CLOSED SESSION

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

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

- a) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case No. 2014120055; OAH Case No. 2014080831)
- 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 *Education Code section 35146 – The Board will hear staff recommendations on the following student expulsions:*

- a) *Expulsion #8, 2014-15*
- b) *Expulsion #9, 2014-15*
- c) *Expulsion #10, 2014-15*

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

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

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

The Pledge of Allegiance will be led by the David Lubin Elementary School Robotics Team, a group of Fourth through Sixth grade students.

- *Presentation of Certificate by Board Member Ellen Cochrane.*

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 SPECIAL PRESENTATION**

7.1 *Approve Resolution #2827: Recognition of National African American History Month (Diana Rodriguez)* 10 minute presentation

6:55 p.m. **8.0 PUBLIC COMMENT** 15 minutes

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

7:10 p.m. **9.0 CONSENT AGENDA** 2 minutes

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

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

9.1a *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*

- 9.1b *Approve Personnel Transactions (Cancy McArn)*
- 9.1c *Approve Election of Delegates the CSBA Delegate Assembly, Subregion 6-B (Sacramento County) (Darrel Woo)*
- 9.1d *Approve Staff Recommendations for Expulsions #8, #9, and #10, 2014-15 (Lisa Allen and Stephan Brown)*
- 9.1e *Approve Minutes of the February 5, 2015 Board of Education Meeting (José L. Banda)*

10.0 COMMUNICATIONS

- | | | |
|-----------|---|---|
| 7:12 p.m. | 10.1 <i>Employee Organization Reports:</i> | Information
<i>3 minutes each</i> |
| | <ul style="list-style-type: none"> ▪ <i>CSA</i> ▪ <i>SCTA</i> ▪ <i>SEIU</i> ▪ <i>Teamsters</i> ▪ <i>UPE</i> | |
| 7:27 p.m. | 10.2 <i>District Parent Advisory Committees:</i> | Information
<i>3 minutes each</i> |
| | <ul style="list-style-type: none"> ▪ <i>Community Advisory Committee</i> ▪ <i>District Advisory Council</i> ▪ <i>District English Learner Advisory Committee</i> ▪ <i>Gifted and Talented Education Advisory Committee</i> ▪ <i>Sacramento Council of Parent Teacher Association (PTA)</i> | |
| 7:42 p.m. | 10.3 <i>Superintendent’s Report (José L. Banda)</i> | Information
<i>5 minutes</i> |
| 7:47 p.m. | 10.4 <i>President’s Report (Darrel Woo)</i> | Information
<i>5 minutes</i> |
| 7:52 p.m. | 10.5 <i>Student Member Report (Asami Saito)</i> | Information
<i>5 minutes</i> |
| 7:57 p.m. | 10.6 <i>Information Sharing By Board Members</i> | Information
<i>10 minutes</i> |

11.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 8:07 p.m. 11.1 *Approval of the Extension of the Initial Charter Term for Capitol Collegiate Academy (Dr. Sue Lee)* **Action**
5 minute presentation
10 minute discussion
- 8:22 p.m. 11.2 *Floyd Family Farms Project (Jay Hansen)* **Information**
5 minute presentation
5 minute discussion
- 8:32 p.m. 11.3 *Approve Resolution No. 2823: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service (Carol Mignone)* **Conference/Action**
5 minute presentation
5 minute discussion
- 8:42 p.m. 11.4 *Approve Resolution No. 2824: Determination for Tie Breaking Criteria (Carol Mignone)* **Conference/Action**
5 minute presentation
5 minute discussion
- 8:52 p.m. 11.5 *Approve Resolution No. 2825: Determine Criteria for Deviation from Terminating a Certificated Employee in Order of Seniority (“Skipping” Criteria) (Carol Mignone)* **Conference/Action**
5 minute presentation
5 minute discussion
- 9:02 p.m. **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**
- 12.1 *Business and Financial Information:*
- *Enrollment and Attendance Report for Month 5 Ending January 23, 2015*
- 9:07 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**
- ✓ *March 19, 2015 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*
 - ✓ *April 9, 2015 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*
- 9:10 p.m. **14.0 ADJOURNMENT**
- NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47th Avenue at the Front Desk Counter and on the District’s website at www.scusd.edu*



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 7.1

Meeting Date: March 5, 2015

Subject: Approve Resolution No. 2827: Recognition of National African American History Month, February 2015

- 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 Resolution No. 2827: Recognition of National African American History Month, February 2015.

Background/Rationale: February has been designated as National African American History Month. The Resolution recognizes the importance of the work and services provided by The College Prep Math and Reading Academy and similar organizations throughout the nation.

Financial Considerations: N/A

LCAP Goal(s): Family and Community Engagement.

Documents Attached:

1. Resolution No. 2827

Estimated Time of Presentation: 10

Submitted by: Diana Rodriguez, Board Member, Trustee Area 5

Approved by: José L. Banda, Superintendent

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

RESOLUTION NO. 2827

RECOGNITION OF NATIONAL AFRICAN AMERICAN HISTORY MONTH

WHEREAS, in 1976 the week-long celebration of the individuals and occasions having a significant impact on African American history in America was extended to the entire month of February; and

WHEREAS, during the month of February, observances are held across the United States of America to increase public awareness of the importance of black history and the contributions that African Americans have made toward their county; and

WHEREAS, not only during the month of February 2015, but throughout the remainder of the year, it is important that we seek to understand our fellow man in a peaceful and loving way; and

WHEREAS, President Barack Obama proclaimed February 2015 as National African American History Month and called upon public officials, educators, librarians, and all the people of the Unified States to observe this month with appropriate programs, ceremonies, and activities.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education does hereby recognize February, 2015 as African American History Month and supports the important work and services provided by The College Prep Math and Reading Academy and similar organizations throughout the nation.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 19th day of February, 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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: March 5, 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): Safe, Clean and Healthy Schools; Family and Community Engagement;
College and Career Ready Students

Documents Attached:

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

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LUTHER BURBANK HIGH SCHOOL</u>		
A15-00068 University of California, Davis	7/1/14 – 6/30/15: Community Engagement Grant to help support the Parent University Program at Luther Burbank High School. This program is the model parent engagement program in the district. The positive effects on student achievement and parent engagement have been noted in numerous research and this funding will sustain the momentum by increasing the reach of the parent-teacher home visits, building staff capacity through professional development, and providing more opportunities to engage parents through evening classes.	\$13,777 No Match

SPECIAL EDUCATION

A15-00067 California Department of Education	7/1/14 – 6/30/15: WorkAbility 1 Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. WorkAbility 1 provides students with opportunities for job shadowing, paid and non-paid work experience, and ongoing support and guidance from vocational personnel.	\$378,547 No Match
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RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 0844-404 0830-404 0822-404	Lease-Leaseback Agreement for Fire Alarm Upgrades at Transportation, Central Warehouse, Facilities Maintenance
Recommendation:	Award to Studebaker Brown Electric, Inc.
Amount/Funding:	\$491,117 – Measure Q Funds

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

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 702-0825 Serna Center Data Center Fire Sprinkler Project

Recommendation: Reject all bids (*only one bid was received and it was over budget*)

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice(s) are submitted for approval.

CONTRACTOR PROJECT and DESCRIPTION OF CHANGE

SECC BESTNet Fiber Construction

Change Order No.1

Initiated by: Technology Services

Description: Extend currently deployed BESTNet fiber network between middle and high schools and district office to also include all elementary schools.

Change Order Subtotal: \$394,228

Original Contract: \$1,024,658

Previously Authorized Change Orders: \$-0-

New Contract Amount / Total Change Order %: \$1,418,886 38.5%

Contract Time will be extended by: -0- days

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Roebbelen Contracting	William Land Elementary School Shade Structure, DSA #02-113421	December 14, 2014
Seward L. Schreder, Inc.	Roof Replacement at H.W. Harkness Elementary School	August 20, 2014
Landmark Construction	Restroom Remodels, Parking Lot Lighting and Security Cameras at Luther Burbank High School	May 20, 2014
Valley Precision Grading	Drainage Improvement at John Sloat Elementary School	January 2, 2015



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Gerardo Castillo, Chief Business Officer

Kimberly Teague, Contract Specialist

LEASE-LEASEBACK AGREEMENT

Dated as of March 5, 2015

Between

Sacramento City Unified School District

and

Stuebaker Brown Electric, Inc.

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

LEASE-LEASEBACK AGREEMENT
Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of March 5, 2015 by and between the Sacramento City Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called the "Owner"), and Studebaker Brown Electric, Inc., a corporation and contractor licensed by the State of California, with its principal place of business at 6643 32nd Street, Suite 106, North Highlands, CA 95660, (hereinafter called "Contractor"). Owner and Contractor together are the "Parties" to this Agreement.

RECITALS:

WHEREAS, the Owner intends to have constructed Fire Alarm System Upgrade (the "School Facilities") Transportation, located at 3101 Redding Avenue; Central Warehouse, located at 3051 Redding Avenue; and Facilities Maintenance, located at 425 1st Avenue, Sacramento, CA; and

WHEREAS, in order to optimize the work that needs to be done for construction of the School Facilities, the Owner has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the Owner's compressed time schedule for the planned completion and use of the School Facilities; and

WHEREAS, the Owner intends to undertake work, the scope of which is described generally in *Exhibit A* hereof at the School Facilities (the "Project"); and

WHEREAS, California Education Code Section 17406 permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in *Exhibit A* of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in the Scope of Work set forth in *Exhibits A* and *B* to this Agreement (the "Scope of Work"); and

WHEREAS, Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project; and

WHEREAS, upon completion of the Project, the Site Lease and Sublease will terminate and title to the Site and Project will vest with the Owner; and

WHEREAS, the Owner and Contractor desire to enter into this Agreement to ensure that the Project will meet the Owner's expectations prior to the lease of the Site back to the Owner pursuant to the Sublease; and

WHEREAS, Contractor is experienced in the design and construction of the type of School Facilities and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

all in strict compliance with the plans, drawings, and specifications therefore prepared by:

**DC Architects
820 N. Mountain Ave, Ste 200
Upland, CA 91786**

and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "C-10, Electrical Contractor" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

DIR REQUIREMENT

IMPORTANT NOTE: Senate Bill 854 requires all contractors and subcontractors intending to bid or perform work on public works projects to annually register and pay a fee to the Department of Industrial Relations (DIR) for purposes of monitoring and enforcing compliance with the State's prevailing wage law. The current fee is \$300. For more information, please visit the DIR website www.dir.ca.gov, and click on Public Works Projects link.

The registration program began July 1, 2014, and all contractors and subcontractors submitting bids on public works projects must be registered by March 1, 2015.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions attached hereto (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be 129 days from the date established in the Owner's Notice to Proceed, for completion of the entire Project.

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \$500, for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. GUARANTEED PROJECT COST. Contractor's Guaranteed Project Cost ("GPC") for performance of all work required by the Contract for the Project shall be Four Hundred Ninety One Thousand, One Hundred Seventeen Dollars (\$491,117), based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GPC in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GPC is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GPC is attached (see *Exhibit C*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

The GPC shall include a line item for allowances as follows:

1. Transportation: Devices = \$3,000; Patch & Repair = \$3,000; Owners Contingency = \$17,687
2. Central Warehouse: Devices = \$1,500; Patch & Repair = \$1,500; Owners Contingency = \$18,550
3. Facilities Maintenance: Devices = \$1,000; Patch & Repair = \$1,000; Gate Conduit = \$5,000; Intrusion Alarm = \$5,000; Owners Contingency = \$8,410

These allowances are intended to fund extra work that may be required as a result of unforeseen scopes of work identified after execution of this Agreement (the "Additional Scope"). Only specifically identified unforeseen scopes shall be considered part of the Additional Scope. Contractor shall not be authorized to use these Contingency Funds for the Additional Scope without prior written approval by District. Any Contingency Funds not used for such purposes shall be credited to the District to reduce the GPC. If scope of the Additional Scope exceeds the Allowance Funds, Contractor is not precluded from seeking additional compensation pursuant to Section 4.5 and Article 7 of the General Conditions.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GPC, except as otherwise provided in the Contract. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 5% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GPC established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERM AND TERMINATION. The term of the Contract begins on the date shown on page 1 above and automatically ends when construction of the Project is complete, or the Contract is otherwise terminated,

all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Owner or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Sublease each shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than \$50.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption

is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Agreement. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

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

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the appropriate Superior Court in Santa Clara County, California.

ARTICLE XVI. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XVIII. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XIX. EXHIBITS INCORPORATED. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

ARTICLE XX. SELECTION OF SUBCONTRACTORS. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it has solicited or will solicit bids from subcontractors according to a process whereby Contractor publishes a notice of the trade components of the Project [insert timing of publication and newspaper] and enters into competitive bidding negotiations with the potential subcontractors who have successfully participated, or will successfully participate, in Contractor's pre-qualification process. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor made or shall make every reasonable effort to ensure that it receives at least three competitive quotes from subcontractors for each trade component of the Project Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement in accordance with the General Conditions. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement in accordance with the General Conditions if Contractor does not comply with this provision.

* * * * *

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

OWNER

CONTRACTOR

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

STUDEBAKER BROWN ELECTRIC

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
David Studebaker
President

Date

Date

By: _____
Shane Brown
Vice President

Date

Contractor's License Number and Expiration
Date:

957296, Exp. 2/28/15

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A - Lease-Leaseback Agreement

SCOPE OF WORK

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

The GPC for construction costs is based on the plans, specifications, drawings, and design packages prepared by DC Architects, architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages, which are incorporated herein by this reference.

EXHIBIT B - Lease-Leaseback Agreement

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

NO ADDENDUMS HAVE BEEN ISSUED FOR THIS PROJECT

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

The Parties hereby agree that the following document is Contractor's submission of its schedule of values, per General Conditions Section 9.2.1.A. Upon the Board's approval of this Agreement, the District will review this submission pursuant to Section 9.2.2 of the General Conditions.

Studebaker Brown Electric, Inc.



Feb 11, 2015

Fire Alarm Replacement at SCUSD Transportation Site

We are pleased to submit our proposal for your consideration on the above referenced project. We hereby propose to furnish all material, labor, equipment and services required to provide the complete work in accordance with the project plans and specifications and per our scope of work and exclusions as follows:

SCOPE OF WORK

1. Replace Fire alarm system at SCUSD transportation site per approved drawings and specifications.

CLARIFICATIONS/EXCLUSIONS

1. All wiring will be free air plenum rated cable in accessible ceiling spaces and conduit where required.
2. Prevailing wages are included for all labor.

PROPOSAL AMOUNTS

<u>Bid Item</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QTY.</u>	<u>EACH</u>	<u>TOTAL</u>
S&B GMP	Transportation Fire Alarm Replacement.	L.S.	1		\$171,870.00
Allowance	Allowance for devices	L.S.	1		\$ 3,000.00
Allowance	Allowance for patch & repair	L.S.	1		\$ 3,000.00
Sub-Total					\$176,870.00
Owner Contingency	10%	L.S.	1		\$17,687.00
Total GMP					\$194,557.00



Feb 10, 2015

Fire Alarm Replacement at SCUSD Central Warehouse

We are pleased to submit our proposal for your consideration on the above referenced project. We hereby propose to furnish all material, labor, equipment and services required to provide the complete work in accordance with the project plans and specifications and per our scope of work and exclusions as follows:

SCOPE OF WORK

1. Replace Fire alarm system at SCUSD central warehouse per approved drawings and specifications.

CLARIFICATIONS/EXCLUSIONS

1. All wiring will be free air plenum rated cable in accessible ceiling spaces and conduit where required.
2. Prevailing wages are included for all labor.

PROPOSAL AMOUNTS

<u>Bid Item</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QTY.</u>	<u>EACH</u>	<u>TOTAL</u>
S&B GMP	Central Warehouse Fire Alarm Replacement	L.S.	1		\$182,500.00
Allowance	Allowance for devices	L.S.	1		\$ 1,500.00
Allowance	Allowance for patch & repair	L.S.	1		\$ 1,500.00
Sub-Total					\$185,500.00
Owner Contingency	10%	L.S.	1		\$18,550.00
Total GMP					\$204,050.00



Feb 10, 2015

Fire Alarm Replacement at SCUSD Maintenance Office

We are pleased to submit our proposal for your consideration on the above referenced project. We hereby propose to furnish all material, labor, equipment and services required to provide the complete work in accordance with the project plans and specifications and per our scope of work and exclusions as follows:

SCOPE OF WORK

1. Replace Fire alarm system at SCUSD maintenance office per approved drawings and specifications.

CLARIFICATIONS/EXCLUSIONS

1. All wiring will be free air plenum rated cable in accessible ceiling spaces and conduit where required.
2. Prevailing wages are included for all labor.

PROPOSAL AMOUNTS

<u>Bid Item</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QTY.</u>	<u>EACH</u>	<u>TOTAL</u>
S&B GMP	Maintenance Office Fire Alarm Replacement	L.S.	1		\$72,100.00
Allowance	Allowance for devices	L.S.	1		\$ 1,000.00
Allowance	Allowance for patch & repair	L.S.	1		\$ 1,000.00
Allowance	Allowance for Gate Conduit				\$5,000.00
Allowance	Allowance for Intru.. Alarm				\$5,000.00
Sub-Total					\$84,100.00
Owner Contingency	10%	L.S.	1		\$8,410.00
Total GMP					\$92,510.00



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Gerardo Castillo, Chief Business Officer

Kimberly Teague, Contract Specialist

SITE LEASE AGREEMENT

Dated as of March 5, 2015

Between

Sacramento City Unified School District

and

Studebaker Brown Electric, Inc.

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

SITE LEASE
Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance

This SITE LEASE AGREEMENT (“Site Lease”) is dated as of March 5, 2015, and is by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the “Owner”), as lessor, and Studebaker Brown Electric, Inc., a corporation organized and operating under the laws of the State of California (“Contractor”), as lessee.

WHEREAS, the Owner desires to provide for the financing and construction of certain public improvements, namely the Fire Alarm System Upgrades at Transportation, Central Warehouse and Facilities Maintenance (the “Project”) more fully described in a Lease-Leaseback Agreement between the Owner and Contractor, (See Exhibit A), (the “Sites”); and

WHEREAS, the Owner’s governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Sites on which the public improvements are to be constructed to Contractor, and subleasing from Contractor the Sites, including the Project, under a Sublease Agreement effective the same date as this Sites Lease (the “Sublease”); and

WHEREAS, the Owner is authorized under Section 17406 of the California Education Code to lease the Sites, and its governing body has duly authorized the execution and delivery of this Sites Lease; and

WHEREAS, Contractor is authorized to lease the Sites as lessee and to construct the Project on the Sites, and has duly authorized the execution and delivery of this Site Lease.

WITNESSETH:

In consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

SECTION 1. Site Lease. The Owner leases to Contractor, and Contractor leases from the Owner, on the terms and conditions set forth herein, the Sites situated in the County of Sacramento, State of California, more specifically described or depicted in **Exhibit “A”** attached to this Sites Lease, including any real property improvements now or hereafter affixed thereto. Hereinafter, reference to Contractor means Contractor and Contractor’s assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The term of this Sites Lease shall commence as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement (the “Termination Date”), unless such term is extended or earlier terminated as hereinafter provided:

(a) If the Owner exercises its option to purchase the Project, pursuant to Section 22 of the Sublease, then the term of this Site Lease shall end on the date of exercise of the option; or

(b) If prior to the Termination Date, all Sublease payments, as defined in the Sublease (the “Sublease Payments”) shall be fully paid and retired or provision made for such payment and retirement, or which the parties hereto agree may be released, the term of this Site Lease as to the particular portion of the Sites for which Sublease Payments have been fully paid shall end ten (10) days thereafter or ten (10) days after written notice to Contractor, whichever is earlier.

(c) In accordance with the Lease-Leaseback Agreement, the term of this Site Lease shall automatically end upon such completion of the Project or termination of the Contract, with the parties’

respective interests hereunder automatically ended and released, and title to the Sites and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Covenants, and Warranties of the Owner. The Owner represents covenants and warrants to Contractor that:

- (a) The Owner has good and merchantable fee title to the Sites and has authority to enter into and perform its obligations under this Sites Lease;
- (b) There are no liens on the Sites other than permitted encumbrances;
- (c) All taxes, assessments, or impositions of any kind with respect to the Sites, if applicable, except current taxes, have been paid in full;
- (d) The Sites are properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;
- (e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Sites;
- (f) There is no litigation of any kind currently pending or threatened regarding the Sites or the Owner's use of the Sites for the purposes contemplated by this Sites Lease, the Sublease, and the Lease-Leaseback Agreement;
- (g) To the best of the Owner's knowledge, after actual inquiry: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Sites or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Sites; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Sites into the environment; (iii) the Sites has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Sites; (v) no violation of any Environmental Regulation now exists relating to the Sites, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Sites by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Sites; (viii) the Sites is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Sites is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.
- (h) To the extent permitted by law, the Owner shall not abandon the Sites for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Sites and Project are to be maintained under the Sublease.

(i) The term “permitted encumbrances” as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Sites Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Sites Lease and which will not materially impair the use of the Sites; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Sites Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Sites.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Sites Lease, and the execution, delivery, and performance of this Sites Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Sites Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sites Lease.

SECTION 5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Sites, on or before the date of commencement of the term of this Sites Lease. The duration of the rental is expected to be from March 9, 2015 through approximately July 15, 2015 unless earlier terminated or otherwise agreed by the parties.

SECTION 6. Purpose. Contractor shall use the Sites solely for the purpose of constructing the Project thereon and for subleasing the Sites and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination. Contractor agrees, upon termination of this Sites Lease: (i) to quit and surrender the Sites in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Sites at the time of the termination of this Sites Lease, including the Project, shall remain thereon and title thereto shall vest in the Owner. Notwithstanding the Owner’s foregoing rights in the event of termination, Contractor shall retain the right to full compensation for all services rendered prior to the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

SECTION 8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor’s quiet enjoyment of the Sites during the term of this Sites Lease; and, that in the event the Owner’s fee title to the Sites is ever challenged so as to interfere with Contractor’s right to occupy, use and enjoy the Sites, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Sites and to defend Contractor’s right to occupy, use, and enjoy that portion of the Sites.

SECTION 9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Sites or any part thereof to any person during the term of this Sites Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Sites to facilitate the use and operation of the Project for which it is intended.

SECTION 10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Sites at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing. Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Sites or this Sites Lease without the prior written consent of the Owner.

SECTION 12. No Waste. Contractor agrees that at all times that it is in possession of the Sites it will not commit, suffer, or permit any waste on the Sites, and it will not willfully or knowingly use or permit the use of the Sites for any illegal act or purpose.

SECTION 13. Default. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Sites Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Sites Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 14. Eminent Domain. In the event the whole or any part of the Sites or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price stated in Section 22 of the Sublease less any unearned interest as of the date the Contractor receives payment in full. The balance of the award, if any, shall be paid to the Owner. For purposes of this Section 14, the Sublease Payment(s) include all amounts withheld pursuant to Section 6, paragraph (c) of the Sublease.

SECTION 15. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Sites or the improvements thereon.

SECTION 16. Indemnification. The Owner covenants and agrees to indemnify and hold Contractor harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Sites, including but not limited to, all costs required to be incurred by Contractor as a result of any condition described in Section 3, paragraph (g) hereof, whether or not known to the Owner on the date of execution of this Sites Lease.

SECTION 17. Partial Invalidity. If any one or more of the terms, covenants or conditions of this Sites Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Sites Lease shall be affected thereby, and each provision of this Sites Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. Notices. Any notices or filings required to be given or made under this Sites Lease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Owner:

If to Contractor:

Sacramento City Unified School District Attn: Kimberly Teague, Contract Specialist 5735 47 th Avenue Sacramento, CA 95824	Studebaker Brown Electric, Inc. Attn: Shane Brown 6643 32 nd St, Ste 106 North Highlands, CA 95660
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SECTION 19. Binding Effect. This Sites Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

SECTION 20. Amendments and Modifications. This Sites Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of the Owner and Contractor.

SECTION 21. Execution in Counterparts. This Sites Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. Applicable Law. This Sites Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 23. Headings. The captions or headings in this Sites Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sites Lease.

SECTION 24. Time. Time is of the essence in this Sites Lease and each and all of its provisions.

SECTION 25. Terms Not Defined. Capitalized terms used in this Sites Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.

SECTION 26. Exhibits Incorporated. All Exhibits attached to this Sites Lease are hereby incorporated into the Sites Lease by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Sites Lease by their authorized officers as of the dates so indicated under their respective signatures.

LESSOR

LESSEE

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

STUDEBAKER BROWN ELECTRIC

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
David Studebaker
President

Date

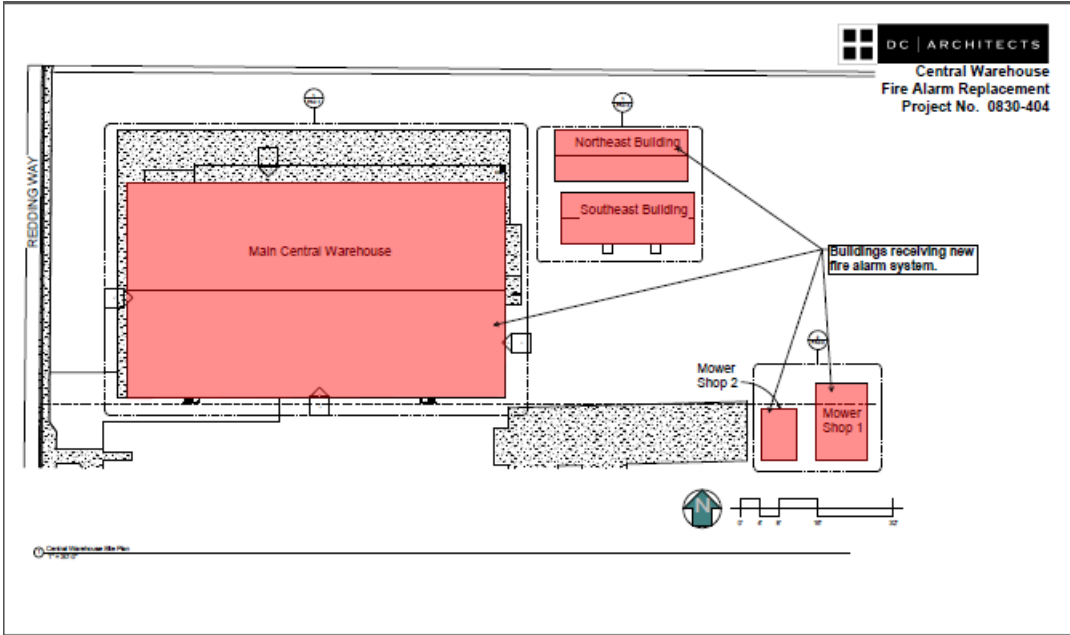
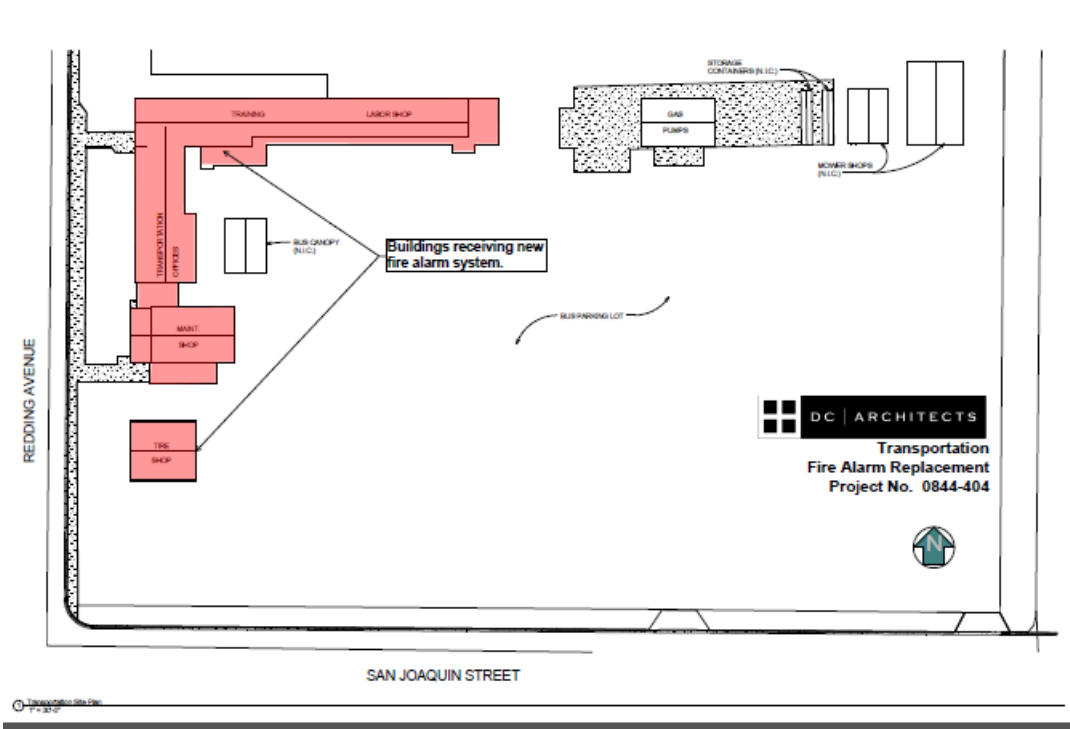
Date

By: _____
Shane Brown
Corporate Secretary

Date

EXHIBIT "A"

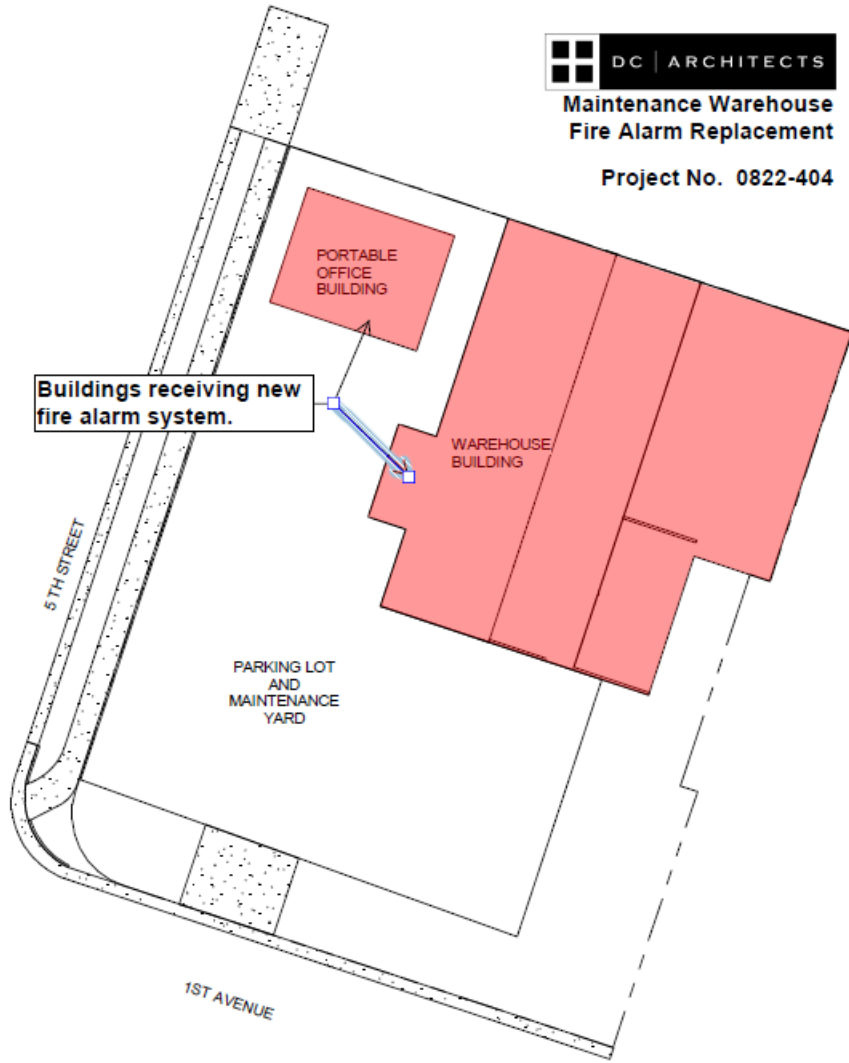
DESCRIPTION OR DEPICTION OF SITES





Maintenance Warehouse
Fire Alarm Replacement

Project No. 0822-404



SITE PLAN



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Gerardo Castillo, Chief Business Officer

Kimberly Teague, Contract Specialist

SUBLEASE AGREEMENT

Dated as of March 5, 2015

Between

Sacramento City Unified School District

and

Studebaker Brown Electric, Inc.

**Fire Alarm System Upgrade at Transportation, Central Warehouse
& Facilities Maintenance**

SUBLEASE AGREEMENT

Fire Alarm System Upgrade at Transportation, Central Warehouse & Facilities Maintenance

This **SUBLEASE AGREEMENT** (“Sublease”) is dated as of March 5, 2015, and is by and between Studebaker Brown Electric, Inc., (“Contractor”), a corporation organized and operating under the laws of the State of California (the “State”), as lessor, and the Sacramento City Unified School District (the “Owner”), a public school district duly organized and existing under the Constitution and laws of the State as lessee.

RECITALS:

WHEREAS, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

WHEREAS, the Owner deems it essential for its own governmental purpose to finance the construction and installation of certain improvements described in *Exhibit “A”* of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated March 5, 2015, for the Fire Alarm Upgrade at Transportation, Central Warehouse, and Facilities Maintenance Project (the “Lease-Leaseback Agreement”; and the “Project”) and situated on the Site described in *Exhibit A* of the Site Lease dated the same date between the Owner and Contractor related to the Project (the “Site Lease”). The land described in the Site Lease is herein referred to as the “Site”; and

WHEREAS, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

WHEREAS, the Owner owns the Site and pursuant to the Lease-Leaseback Agreement has prepared, adopted, and had approved plans and specifications for the completion of the Project pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the Owner and Contractor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in *Exhibit A* of this Sublease.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

SECTION 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. Hereinafter, reference to Contractor means Contractor and Contractor’s assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. In accordance with the Lease-Leaseback Agreement, the term of this Sublease shall automatically end upon such completion of the Project or termination of the Contract, with the parties’ respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Warranties and Covenants of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(c) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(d) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(e) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(f) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments hereunder, except as permitted herein.

SECTION 5. Construction/Acquisition.

(a) The Owner has entered into the Lease-Leaseback Agreement and the Site Lease with Contractor in

order to acquire and construct the Project. The cost of the acquisition, construction, and installation of the Project is determined by the GPC as set forth in Article IV of the Lease-Leaseback Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

SECTION 6. Sublease Payments.

(a) The Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly as set forth in ***Exhibit A*** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required pursuant to the Contract and of the construction pursuant to the time schedule required pursuant to the Contract (the "Time Schedule") shall be conditions precedent to the making of Sublease Payments by the Owner. The determination of whether the Time Schedule has been adequately adhered to shall be made in accordance with the General Conditions of the Contract ("General Conditions"). If the Owner determines that pursuant to the Time Schedule, the work required to be performed prior to a given Sublease Payment has not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 5% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

(d) The obligation of the Owner to pay Sublease Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

SECTION 7. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

SECTION 8. Sublease Abatement. In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project. During the term of this Sublease, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 21 of this Sublease. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations hereunder.

SECTION 11. Project Acceptance. The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Lease-Leaseback Agreement and Site Lease. The Lease-Leaseback Agreement and Site Lease are incorporated herein in their entirety by this reference.

SECTION 13. Alterations and Attachments. All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Sections 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner. At Contractor's request, the Owner agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the Owner to perform its obligations hereunder.

SECTION 14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

SECTION 15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 16. Indemnity. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the

Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

SECTION 17. Events of Default. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

SECTION 18. Remedies on Default. Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 19. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 20. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 21. Ownership. The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the Owner shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 22. Sublease Prepayments/Purchase Option.

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make

Sublease Prepayments to the Contractor of the Sublease Payments (“Sublease Prepayments”). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a) (1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to Contractor pursuant to a request of Contractor:

(a) Satisfactory progress of the construction of the Project pursuant to the time schedule required pursuant to the General Conditions shall have been made as determined in accordance therewith.

(b) Contractor shall also submit to the Owner (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all Subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the Owner, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to all previous Sublease Prepayments made by the Owner, and (iii) any other items that Contractor may be required to collect and distribute to the Owner pursuant to the terms and provisions of the Contract. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor’s receipt of a Sublease Prepayment from the Owner.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the Owner in accordance with the General Conditions. If the Owner determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor’s Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The Owner shall retain an amount equal to 10% of each Sublease Prepayment (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(b) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease. Following the purchase option date, Owner shall retain all rights to any claim or warranty arising under the Contract.

SECTION 23. Release of Liens.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General Conditions, Contractor or its assignee and the Owner shall release Contractor’s leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 24. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the “Contract” constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. Notices. Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Owner:

If to Contractor:

Sacramento City Unified School District Attn: Kimberly Teague, Contract Specialist 5735 47 th Avenue Sacramento, California 95824	Studebaker Brown Electric, Inc. Attn: Shane Brown 6643 32 nd St, STe 106 North Highlands, CA 95660
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SECTION 27. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

SECTION 28. Time. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 29. Sublease Interpretation. This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 30. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 31. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

SECTION 32. Exhibits Incorporated. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

OWNER

CONTRACTOR

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

STUDEBAKER BROWN ELECTRIC

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
David Studebaker
President

Date

Date

By: _____
Shane Brown
Corporate Secretary

Date

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of March 5, 2015. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GPC as defined in Article IV of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1b

Meeting Date: March 5, 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 March 5, 2015
2. Classified Personnel Transactions Dated March 5, 2015

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resource Officer
Human Resource Services

Approved by: José L. Banda, Superintendent

Attachment 1: CERTIFICATED 03/05/2015

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
EMPLOY							
WILLIAMS	TARA	0	Teacher Spec Ed	HOLLYWOOD PARK ELEMENTAR'	1/26/2015	6/30/2015	EMPLOY PROB 0 1/26/15
MOTIEY	SADAF	B	Teacher Elementary	HOLLYWOOD PARK ELEMENTAR'	2/2/2015	6/30/2015	EMPLOY PROB1 2/2/15
BOSTOCK	GREGORY	E	Teacher Middle School	CALIFORNIA MIDDLE SCHOOL	2/3/2015	6/30/2015	EMPLOY TC .40 2/3-6/30/15
STATUS CHANGE							
COCHRANE	JOAN	Q	Teacher Elementary	SUTTERVILLE ELEMENTARY SCH	2/17/2015	6/30/2015	STCHG PERM LTA 2/17-6/30/15
GOLDMAN	JULIE	Q	Teacher High School	C. K. McCLATCHY HIGH SCHOOL	1/21/2015	6/30/2015	STCHG TO .40 1/21-6/30/15
LATINO	CHRISTINE	Q	Teacher High School	C. K. McCLATCHY HIGH SCHOOL	1/21/2015	6/30/2015	STCHG TO .40 1/21-6/30/15
MACK	JARRAMIAH	R	Teacher Elementary Spec	NEW JOSEPH BONNHEIM	12/12/2014	6/30/2015	STCHG .80 LTA(B) 12/12-6/30/15
KENNEDY	JUDY	B	Teacher Resource Spec	A. M. WINN ELEMENTARY SCHOC	12/9/2014	1/31/2015	STCHG TO PROB 1 12/9/14
FAJARDO	AARON	A	Teacher Resource Spec	SUTTER MIDDLE SCHOOL	7/1/2014	6/30/2015	TR FR KIT CARSON 7/1/14
BRICKLEY	JENNIFER	B	Lang. Speech & Hearing	SPECIAL EDUCATION DEPARTME	8/27/2014	6/30/2015	AMEND FTE FR 1.0 TO .60 8/27/14
NGUYEN	BRUCE	B	Counselor High School	CAPITAL CITY SCHOOL	10/23/2014	6/30/2015	AMENDTC TO PROB1 10/23/14
BAILEY	MARY	A	Program Specialist Spec	SPECIAL EDUCATION DEPARTME	1/5/2015	6/30/2015	REA /WVG CHNG TO D5 1/5/15
LEAVES							
WHITEHEAD	CHRISTOPHEFC		Teacher High School	ROSEMONT HIGH SCHOOL	2/19/2015	6/30/2015	ADMIN LOA(PD) 2/19-6/30/15
JOHNSON KELLER	MARISSA	A	Teacher Middle School	SUTTER MIDDLE SCHOOL	2/17/2015	2/19/2015	EXT LOA PD 2/17-2/19/15
ELLEFSEN	MICHELE	A	Teacher Elementary	ABRAHAM LINCOLN ELEMENTAR'	2/2/2015	3/1/2015	LOA FMLA PD 2/2-3/1/15
HAYES	JULIE	A	Teacher Elementary	ABRAHAM LINCOLN ELEMENTAR'	2/3/2015	3/15/2015	LOA FMLA PD 2/3-3/15/15
SANCHEZ	APRIL	A	Teacher Elementary	OAK RIDGE ELEMENTARY SCHO	2/4/2015	6/30/2015	LOA RTN (UNPD) 2/4/15
PELTZ PLANCHON	TIFFANY	A	Teacher Elementary Spec	JAMES W MARSHALL ELEMENTAI	2/10/2015	6/30/2015	RTN FR LOA (UNPD) 2/10/15
PELTZ PLANCHON	TIFFANY	A	Teacher Elementary Spec	PHOEBE A HEARST BASIC ELEM.	2/10/2015	6/30/2015	RTN FR LOA (UNPD) 2/10/15
SCHNACK	SARAH	A	Teacher High School	LONG TERM LEAVES	7/1/2014	6/30/2015	LOA ED(UNPD)/ 7/1/14-6/30/15
SCHNACK	WARREN	A	Teacher Elementary	LONG TERM LEAVES	7/1/2014	6/30/2015	LOA ED (UNPD)/ 7/1/14-6/30/15
SEP/RESIGN/RETIRE							
LISTER	KIMBERLY	B	Coord. Child Devl Progra	CHILD DEVELOPMENT PROGRAM	7/1/2014	3/6/2015	SEP/RESIGN 3/6/15
CAREY	SUSAN	A	Teacher High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2014	6/30/2015	SEP/RETIRE 6/12/15
CARRERA-CASTELLO	CATALINA	A	Teacher High School	ROSEMONT HIGH SCHOOL	7/1/2014	6/12/2015	SEP/RETIRE 6/12/15
RICE	LAUREN	A	Teacher K-8	ALICE BIRNEY WALDORF	7/1/2014	6/12/2015	SEP/RETIRE 6/12/15
CUMMINGS	JEANETTE	A	Teacher Child Developm	CHILD DEVELOPMENT PROGRAM	7/1/2014	6/12/2015	SSEP/RETIRE 6/12/15

Attachment 2: CLASSIFIED 03/05/2015

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
EMPLOY							
ARCURI	LINDA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	1/26/2015	6/30/2015	EMPLOY .375 PROB1 1/26/15
DUNKLEY	GREG	B	Custodian	CHILD DEVELOPMENT PROGRAM	2/18/2015	6/30/2015	EMPLOY 1.0 PROB1 2/18/15
MARCULESCU	YOLANDA	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMI	2/10/2015	6/30/2015	EMPLOY PROB 2/10/15
CAMPBELL	JENNIFER	B	Instructional Aide	H.W. HARKNESS ELEMENTARY	2/4/2015	6/30/2015	EMPLOY PROB 2/4/15
SAEPHARN	NAI HIN	Q	Fire Alarm Tech	FACILITIES MAINTENANCE	2/11/2015	6/30/2015	EMPLOY PROB LTA(A) 2/11-6/30/15
DORTON II	CLIFFORD	Q	Lead Fire Alarm Tech	FACILITIES MAINTENANCE	2/2/2015	6/30/2015	EMPLOY PROB LTA(A) 2/2/15
JAUREGUI	AARON	B	Inst Aid Spec Ed	C. K. McCLATCHY HIGH SCHOOL	1/29/2015	6/30/2015	EMPLOY PROB 1/29/15
RANDLE	SHAZMINE	B	Inst Aid Spec Ed	C. K. McCLATCHY HIGH SCHOOL	2/5/2015	6/30/2015	EMPLOY PROB 2/5/15
HOROWITZ	DAVID	B	Network Spec III	INFORMATION SERVICES	1/29/2015	6/30/2015	EMPLOY PROB1 / 1/29/15
DIAZ NUNEZ	EFRAIN	B	Roofer	FACILITIES MAINTENANCE	1/26/2015	6/30/2015	EMPLOY PROB1 1/26/15
PULIDO	ANISSA	B	Inst Aid Spec Ed	SPECIAL EDUCATION DEPARTME	2/4/2015	6/30/2015	EMPLY PROB 2/4/15
STATUS CHANGE							
MOSLEY	WILLIE	B	Carpet/Floor Maint Worker	BUILDINGS & GROUNDS/OPERAT	2/10/2015	6/30/2015	STCHG/REA TO PROB1 2/10/15
BLUMBERG	MARITZA	B	School Office Manager I	BRET HARTE ELEMENTARY SCHC	2/17/2015	6/30/2015	REA/TR 2/17/15
HALEEM	JOANNE	R	Instructional Aide	REASSIGNED	7/1/2014	6/30/2015	STCHG/TR PERM LTA(A)7/1-6/30/15
GHOVANLOU	ZAHRA	A	Inst Aid Spec Ed	JAMES W MARSHALL ELEMENTAI	7/1/2014	6/30/2015	STCHG TO .75 FTE / 7/1/14
MURPHY	JACKIE	A	Bus Driver	TRANSPORTATION SERVICES	2/3/2015	6/30/2015	STCHG TO .90625 2/3/15
ARROYO	VICTORIA	A	Bus Driver	TRANSPORTATION SERVICES	1/12/2015	6/30/2015	STCHG TO 1.0 1/12/15
RODRIGUEZ	VERONICA	A	Bus Driver	TRANSPORTATION SERVICES	10/1/2014	10/31/2014	STCHG TO 1.0 10/1/14
MARTINEZ	JOSE	A	Bus Driver	TRANSPORTATION SERVICES	2/6/2015	6/30/2015	STCHG TO 1.0 2/6/15
JIRASRITUMRONG	DIANE	B	Site Cmptpr Suprt Tech II	INFORMATION SERVICES	2/4/2015	6/30/2015	STCHG/REA 2/4/15
LEAVES							
GUTIERREZ	DESIREE	A	Bus Driver	TRANSPORTATION SERVICES	1/1/2015	6/30/2015	LOA ADMIN UNPD 1/1/15-6/30/15
DUFF	DANIELLE	A	Fd Sv Asst III	NUTRITION SERVICES DEPARTMI	12/5/2014	3/17/2015	LOA FMLA PD 12/5/14-3/17/15
ARELLANES	MARGARET	A	School Plant Ops Mngr I	ETHEL I. BAKER ELEMENTARY	2/13/2015	6/30/2015	LOA RTN (PD) ADMIN 2/13/15
MUTCHLER	ROBYN	A	Inst Aid Spec Ed	C. K. McCLATCHY HIGH SCHOOL	2/17/2015	6/30/2015	LOA RTN FR PD HE 2/17/15
MARIA DE LEPE	ANA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	2/2/2015	6/30/2015	RET FR UNPD LOA PA 2/2/15
MARIA DE LEPE	ANA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	11/22/2014	2/1/2015	AMEND LOA UNPD PA 11/22-2/1/15
SEP/RESIGN/RETIRE							
CHAMREUN	SAM	Q	Applications Spec III	REASSIGNED	9/1/2014	2/28/2015	SEP/RESIGN 2/28/15

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
SUTTON	VALEXIS	B	Inst Aid Spec Ed	A. M. WINN ELEMENTARY SCHOC	12/1/2014	2/6/2015	SEP/RESIGN 2/6/15
SCHONDELMAYER	SHAUN	B	Facilities Program Specie	FACILITIES SUPPORT SERVICES	7/1/2014	2/6/2015	SEP/RESIGN 2-6-15
DIXSON	RUTH	A	Fund Spec	BUDGET SERVICES	9/6/2014	2/28/2015	SEP/RETIRE 2/28/15
CHAU	KA FOO	A	Custodian	SERNA CENTER	7/1/2014	4/30/2015	SEP/RETIRE 4/30/15



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1c

Meeting Date: March 5, 2015

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

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

Department: Superintendent's Office

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

Background/Rationale: The California School Boards Association (CSBA) Delegate Assembly is the policy-making body of the association. Delegates adopt the association's legislative platform, take positions on other critical issues that may come before it, elect the officers and directors, and adopt bylaw changes. Delegates also serve as a two-way communication link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. This year there are five vacancies for Subregion 6-B and there are four candidates. The candidates are John Gordon (Galt Joint Union ESD), Susan Heredia, (Natomas USD), Lisa M. Kaplan, (Natomas USD), and Ed Short (Folsom-Cordova USD). The official ballot must be submitted to CSBA on or before Monday, March 16, 2015. No exceptions are allowed.

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. Official CSBA 2015 Delegate Assembly Ballot
2. Candidates' CSBA 2015 Delegate Assembly Biographical Sketch Forms

<p>Estimated Time of Presentation: n/a Submitted by: José L. Banda, Superintendent Approved by: n/a</p>
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This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 16, 2015**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2015 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of vacancies: 5 (Vote for no more than 5 candidates)

Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017

**denotes incumbent*

John Gordon (Galt Joint Union ESD)*

Susan Heredia (Natomas USD)*

Lisa M. Kaplan (Natomas USD)*

Ed Short (Folsom-Cordova USD)*

No nominations were received from a fifth candidate; however, your board may vote to write in the name of a board member to fill this seat:

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

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



Delegate Assembly Candidate Biographical Sketch Form

DUE: Wednesday, January 7, 2015

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

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>John Gordon</u>	CSBA Region: <u>6B</u>
District or COE: <u>Galt Joint Union Elementary School District</u>	Years on board: <u>8</u>
Contact Number: <u>209-712-3815</u>	E-mail: <u>jgordon@galt.k12.ca.us</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>4</u> years	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. LCFF - Funding Levels and Community Engagement. As California's economic continues to recover, the temporary sales tax increase (from Prop. 30) used to fund education will expire in 2016. We need to ensure that K-12 education funding is stable and adequate. As districts continue to implement LCFF, more work is needed to develop a common understanding/expectation on what constitutes "effective" community engagement in the LCAP process.
2. School Facilities Funding. Without a statewide facilities bond on the ballot this past November, the state building program is dead. For many districts, passing local bonds is not enough to build schools based on assessed valuation. More discussion on revamping an equitable statewide funding structure as well as education on making local sound financing decisions are needed.
3. Fixing the Rainy Day Fund language. Passage of Proposition 2 creates a state budget reserve, but also puts a cap on school districts reserves, which is contrary to the spirit of the Local Control Funding Formula. School board trustees should be empowered to determine the reserves needed to maintain fiscal solvency.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Within my district, I serve on the CAST (Cities and Schools Together) committee, which consists of board members and superintendents from the elementary and high school districts as well as city council members and the city manager. We meet every other month to discuss issues related to youth. One area of concern is childhood obesity. With my recent selection to participate in Sierra Health's Health Leadership Program, I'm hoping to use this experience to identify partners and resources to the address this issue community-wide. The leadership experience at Sierra Health will also translate me into being a more effective education leader as I look forward to serving on CSBA committees this upcoming year.

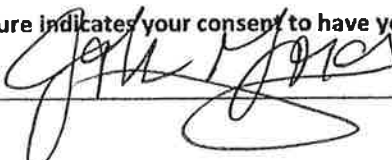
Recently, I was appointed to City Council's Youth Commission, which further strengthens my relationship with local government. Collaborating with a team of adult mentors, we work to develop leadership skills with our high school youth commissioners. Serving on the commission provides a different lens on public education than walking classrooms as a school board member.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

The opportunity to serve is extremely helpful to my region. Located south of Elk Grove, a greenbelt separates Galt from the rest of Sacramento County. It's important that the school districts in the area (Arcohe, Galt High School and Galt Elementary School Districts) have a voice at the table. Additionally, the cross sharing that occurs at our regional meetings is invaluable. While the districts range in size and complexity, many of the issues we face are similar. From bargaining negotiations to implementing LCFF, we learn from each other and can apply some of the best practices that worked in other districts.

I'm able to contribute my district's experience working with the federal government as we continue to implement our Race to the Top grant. Furthermore, as a field representative for the California Department of Education, I keep my fellow delegates informed with school construction related issues.

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

Signature: 

Date: 12/28/14

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

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

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>Susan Heredia</u>	CSBA Region: <u>6-B</u>
District or COE: <u>Natomas Unified School District</u>	Years on board: <u>14 years</u>
Contact Number: <u>916-567-5401</u>	E-mail: <u>heredias@csus.edu</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My three priorities are the implementation of the: Local Control Accountability Plan (LCAP), Local Control Funding Formula (LCFF) and the Common Core. Many districts have successfully proceeded through the implementation stages of these new instructional/ testing approaches and fiscal/accountability measures that have changed the manner in how we address and customize educational opportunities for our students. Unfortunately, these important changes do not address the matters of equity and adequacy of funding for our schools. Thus, CSBA needs to continue its support in helping districts to successfully implement these changes.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Fortunately, I have worked with two knowledgeable and collaborative regional directors during my tenure as a member of the CSBA Board of Directors (Director-At-Large, Hispanic, 2004-2012) and as a member of the Delegate Assembly (2013-present). Email exchanges with my regional director and bi-annual regional meetings keep me informed and engaged. The regional meetings provide a venue, for example, to share local concerns and best practices and to discuss the impact of state and federal policies upon school districts.

As a trustee I have served on many district committees, represented my district at the regional level and served on the following CSBA committees: NCLB Task Force; Accountability Task Force; Annual Conference Committee; Board Development Committee; Bylaws Committee; CSBA Council of Presidents (ethnic school board member associations/coalitions); Policy Platform; and Golden Bell Review Committee.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

My experience as a trustee and member of the CSBA Board of Directors and Delegate Assembly has allowed for a breadth of active involvement at many different levels of public school advocacy and has been grounded in my passion for our public schools. This experience coupled with my professional experience as Professor/Department Chair of Education at CSU, Sacramento has prepared me well and will continue to support me as a Delegate. I am an active listener, collaborative, committed and motivated to continue to advocate for an educational system that helps all students to achieve excellence.

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

Signature:

Date: January 6, 2014

**Brief Bio for Dr. Susan Heredia
January 2015**

Dr. Susan Heredia is a board member in the Natomas Unified School District. She was first elected to the board of trustees in 2000 after having served as a PTSA member, a representative on the School Site Council, and the District's Parent Advisory Board. In addition, she served as board representative for the following district committees: Strategic Planning, Charter School, English Language Learner, Achievement Gap, Multicultural Advisory, Nutrition and Wellness and the County Committee on School District Organization. She was appointed by the California State Department of Education to the following educational committees: Brokers of Expertise, and Culturally Responsive Professional Development for all School Personnel.

In addition, Dr. Heredia served as the Director-At-Large, Hispanic of the California School Board Association (2004-2012) and currently is a member of the Delegate Assembly (2013-present). In her role as the CSBA Director-At-Large, she served as a member of the Accountability Task Force, By-Laws, Board Development, CSBA's Annual Education Conference, Golden Bell Review, NCLB Focus Group, Policy Platform and CSBA Council of Presidents (ethnic school board member associations/coalitions; testified before the assembly and senate educational committees in support of English Language Learner (ELL) instructional materials, funding of school-home visit programs, the needs of ELLs in Charter Schools; and served on numerous educational panel presentations through out the state.

Currently, Dr. Heredia is Chair, Graduate and Professional Studies in Education (GPSE) in the College of Education at CSUS. Prior to serving as Chair she was Chair of the Bilingual/Multicultural Education Department at CSUS. Earlier in her career, she taught in the credential program at UC, Davis and was bilingual teacher in Sacramento City Unified School District.

Dr. Heredia earned a doctorate in socio-cultural studies from University of California, Davis, and a master of arts in education and a bachelor of arts in liberal studies from California State University, Sacramento (CSUS). She holds a lifetime teaching credential with an emphasis on bilingual education from CSUS, as well.

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

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

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>Lisa Kaplan</u>	CSBA Region: <u>6-B</u>
District or COE: <u>Natomas Unified School District</u>	Years on board: <u>12 years</u>
Contact Number: <u>916-996-1474</u>	E-mail: <u>kaplan4kids@gmail.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>7 years</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

I joined the Natomas Unified School District in 2002 and have served as President, Vice-President and Clerk several times during my tenure on the board. During this time on the Board I have joined with my fellow board members in instituting systems and processes to ensure accountability to the community, including fiscal, policy, programmatic, staff, student testing, and collective bargaining for the school district. My top three educational priorities for CSBA during my next Term on Delegate Assembly are:
1) Ensuring K-12 funding continues to increase as set forth in the LCFF / maintain flexibility for Districts to spend funds
2) Passing a 2016 School Construction Bond / Lowering the Threshold for Tax Measures to 55% / Re-authorizing Proposition 2
3) CSBA become a respected, listened to and power player at the legislature, so that last minute deals like the increase in STRS funding does not occur to negatively effect school districts without CSBA's input.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Currently, I'm an attorney and governmental affairs consultant representing school districts, local employee unions (labor law) and companies specializing in K-12 issues including but not limited to, special education, construction, bond financing, selling surplus property, as well as drafting legislation. Because of my job, I speak to Board members up and down the state on all of these issues and make sure that I communicate regularly with my Regional Director and CSBA on issues effecting local districts and changes we need to make. Not only do I participate twice yearly with CSBA delegate meetings, but also attend 2-3 meetings a year with our local Region 6 to discuss what is happening in our local districts that CSBA should be aware of.

Locally, I have served on the facilities planning committee, the district safety committee, budget committee, nutrition committee and have actively volunteered tutoring children in our schools to our at risk kids.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I began my service on Delegate Assembly in 2008 and very much wish to continue serving as a delegate to the Association. I have attended numerous CSBA sponsored conferences and trainings, as well as participated in several Masters in Governance training modules and attended the CSBA Annual conference annually for almost 12 years. I believe my experience in policy, law and school construction make me an excellent candidate for continuing my service on delegate assembly. Having served as the appointed Associate Executive Officer for the State Allocation Board (Office of Public School Construction), I have a unique perspective. Furthermore, adding to my knowledge of the policy making process I worked in the State Capitol from 2000-2005, serving as legislative director for several former Assemblymembers, who continued serving the State as Senators supervising their legislative staff and administrating the Assemblymember's legislative agenda from drafting the language to signage by the Governor.

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

Signature: 

Date: January 7, 2014

LISA M. KAPLAN, J.D.

Phone: 916/ 996-1474

Email: Kaplan4kids@gmail.com

ATTORNEY & GOVERNMENTAL AFFAIRS CONSULTANT

BIO

LISA M. KAPLAN, an Attorney, School Board member, Delegate to the California School Board Association, former appointed Assistant Executive Officer for the State Allocation Board and former Capitol staff member in the California State Legislature, brings her knowledge of the law, K-12 Education matters, school construction, school funding, government and policy to *Kaplan Law Group*, as it's Principal Attorney.

Prior to opening *Kaplan Law Group*, Lisa was appointed as the Assistant Executive Officer ("AEO") for the State Allocation Board ("SAB"), which sets the policy and approves applications for apportionment of school construction dollars for all districts in the State of California. As the AEO, Ms. Kaplan, Chaired the Implementation Committee, Audit Working Group and staffed the SAB on the subcommittee on Audits and subcommittee on Rules & Procedures. Lisa was instrumental in the passages of new audit procedures, the Shovel Ready (Priorities in Funding) policy, Sale of Surplus Property policy, the new High Performance Incentive grant regulations and the adoption of the Board's Rules and Procedures.

Preceding this, Ms. Kaplan served as legal counsel for L&B Associates, a governmental affairs and public policy consulting firm. Along with education law, Lisa also practiced business, administrative and contracts law, as well as, consulted for the LaPena Law Corporation, specializing in Native American cultural resource management and protection at the state and federal level.

In 2002, she was elected to the Natomas Unified School District as a Board Trustee. As a result of her years on the school board, she has provided leadership for strategic planning, as it pertains to both policy decisions and special projects with a solid understanding of the community, public relations and crisis management. Over the past 10 years, Lisa has served on the facilities advisory committee, budget committee and student safety committee, taking part as a Board member on the construction of seven schools and passage of two local bonds.

Prior to opening her own business, Lisa lobbied the California State Legislature, specializing in areas of K-12 funding, employee relations, wireless telecommunication, insurance, privacy, workers compensation, healthcare, association management, and business interests. As a general counsel and legislative advocate, Lisa represented Sprint-Nextel, Kecnan & Associates, Reed Elsevier, Inc., California Court Reporters Association, California Association of State Hearing Reporters, and Hershey's Food Corporation. During her time as a legislative advocate, Lisa established a proven track record of completing difficult projects and meeting client needs on schedule in an intensive political environment where self-reliance and lateral thinking is required.

Lisa began her political and legislative career as legislative director for several California State Assemblymembers, supervising legislative staff and administrating the Assemblymember's legislative agenda. Previous to her work in the Capitol, Ms. Kaplan worked as an attorney specializing in the areas of general litigation, construction litigation, and personal injury.

PUBLIC SERVICE

JEWISH FEDERATION, SACRAMENTO REGION ~ 2009 – PRESENT (*PRESIDENT, 2011-2013*)
CALIFORNIA WOMEN LEAD, SACRAMENTO REGION ~ 2007 – 2014 (*PRESIDENT 2008-2011*)
ROTARY CLUB MEMBER – NATOMAS, DECEMBER 2000 – 2011 (*PRESIDENT, 2002-2004*)
BOARD MEMBER, AMERICAN RIVER COLLEGE FOUNDATION BOARD, JUNE 2008 – JUNE 2010
MENTOR / TUTOR – JEFFERSON ELEMENTARY, AUGUST 2006 – SEPTEMBER 2007
SHRINERS HOSPITAL, EXECUTIVE COMMITTEE MEMBER, CONCOURS D'ELEGANCE, 2004-2005
MAKE A WISH FOUNDATION, VOLUNTEER, 2002-2004
BOARD MEMBER, LIONS ON SAFARI, FUNDRAISING DEPARTMENT, 2002-2003
U.C. DAVIS MEDICAL CENTER, VOLUNTEER CHILDREN'S FLOOR, 2000-2001
FRED HUTCHINSON CANCER RESEARCH CENTER, CHILDREN'S SCHOOL, INSTRUCTIONAL ASSISTANT, 1995-1997

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

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

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Name: <u>Ed Short</u>	CSBA Region: <u>6b</u>
District or COE: <u>FCUSD</u>	Years on board: <u>12 years</u>
Contact Number: <u>916 591-6850</u>	E-mail: <u>edshort08@comcast.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>4 years</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Priority #1. Institute a higher standard of college preparatory coursework to give our college bound students the ability to excel at their next level of education. Meeting college and work expectations. Why? Increases our graduate rates and help close the achievement gap. Help kids be prepared to succeed in our global economy and society.

Priority #2. Create job training programs to make sure students who directly enter the workforce have the skills they need to have quality careers in the 21st century workplace. Why? Establish rigor and relevance through career pathway training.

Priority #3. Convey a unified vision of the big ideas and supporting concepts that include rigorous high-level cognitive demands that require our students deep conceptual understanding through the application of content knowledge and skill to real world problem solving. Also, implement both effective and efficient educational programs to help balance the budget and keep the dollars in the classroom. Why? This would bring overall fundamental improvement in our schools even with our current limited resources.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Fight for educational reform and make sure our teachers have the tools they need to teach and our kids have the resources they need to learn.

Provide equal and relevant educational opportunity which will prepare all our kids for the 21st century.

I am personally involved in local non-profit organizations that support kids in their success in education and lives.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I feel it would increase my effectiveness in advancing above mentioned priorities and my community involvement by increasing my sphere of influence.

My contribution would be serving as a direct voice and advocate on behalf of our kids.

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

Signature: Ed Short

Date: 1-6-15



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1d

Meeting Date: March 5, 2015

Subject: Approve Staff Recommendations for Expulsions #8, #9 and #10, 2014-2015

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

Division: Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsion #8, #9 and #10, (2014-2015)

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. None

Estimated Time of Presentation: (N/A)

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

Approved by: Jose L. Banda, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1e

Meeting Date: March 5, 2015

Subject: Approve February 5, 2015, Board of Education 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 Board of Education Meeting for February 5, 2015

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. February 5, 2015, Board of Education Meeting Minutes

Estimated Time of Presentation: N/A

Submitted by: José L. Banda, Superintendent

Approved by: N/A



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, Feb. 5, 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

2014/15-15

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:42 p.m. by President Woo, and roll was taken.

Members Present:

President Darrel Woo

Vice President Christina Pritchett

Second Vice President Jay Hansen

Gustavo Arroyo

Ellen Cochrane

Jessie Ryan

Members Absent:

Diana Rodriguez (arrived at 5:10 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. 2014120126; OAH Case No. 2014110402; SCTA v. SCUSD PERB No. SA-CE-2782-E)*
- 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 *Education Code section 35146 – The Board will hear staff recommendations on the following student expulsions:*
 - a) *Expulsion #7, 2014-15*
- 3.4 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.5 *Government Code 54957 - Public Employee Performance Evaluation:*
 - a) *Superintendent*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:38 p.m. by President Woo.

Members Present:

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

Members Absent:

None

The Pledge of Allegiance was led by After School Enrichment and Safety (ASES) Step Team, a dance group of 5th and 6th grade students from Earl Warren Elementary School. The students performed a short dance after leading the Pledge of Allegiance, and Certificates of Appreciation were presented by Member Arroyo.

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Jerry Behrens announced that two Special Education matters, OAH Case #2014120126 and #2014110402 as passed by a vote of six to nothing, with Board Member Rodriguez absent. Also regarding PERB Case #SA-CE-2782-E, an agreement was ratified unanimously with a seven to zero

vote. This matter involved SCTA, the District, and related actions.

6.0 AGENDA ADOPTION

President Woo asked for a motion to adopt the agenda. A motion was made to approve by Vice President Pritchett, however Second Vice President Hansen requested that Item 9.1a be pulled so that he could discuss.

Superintendent Banda recommended that Bid #407-2 be pulled from Consent Agenda Item 9.1a and that the Board reject all bids on Bid #407-2 in order to re-bid them. The Board could take action by approving the recommendation in its overall approval of Consent Agenda Item 9.0.

Vice President Pritchett moved to adopt the agenda as amended and Member Arroyo seconded. The motion passed unanimously.

7.0 SPECIAL PRESENTATION

7.1 Facilities Support Services Annual Donation to Parker Family Resource Center (Cathy Allen)

Cathy Allen and Barry Eypak presented a check to the Parker Family Resource Center for \$874. The check represented donations collected through the Facilities Maintenance Department. Mike Breverly of the Machine Shop spoke on the process behind collecting donations. The check represents funds beyond what was needed for the meal. Monica McRho, of the Parker Family Resource Center, spoke about the homeless program and the help that has been received over the years from the Facilities Department and all District departments. Ms. Allen stated that there will be another donation at the end of this school year.

8.0 PUBLIC COMMENT

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

Terrence Gladney spoke again about the budget difference between the estimate and final cost of the John F. Kennedy High School track project. He has still not received an answer on why the estimate was so much lower than the final cost. Also, key materials, such as starting blocks, were not purchased. Mr. Gladney, however, was able to confirm that the principal did purchase what was needed, but he had to use money from the general fund to do so, approximately \$6,000. He asked that finance staff provide reports for John F. Kennedy, Rosemont, and Luther Burbank's track projects.

Vice President Pritchett formally asked staff to please create a timeline of what has taken place regarding this matter. She also asked that Mr. Castillo provide the budget for the projects and that a formal meeting be arranged between Mr. Castillo, Mr. Gladney, and herself.

Nikki Milevsky, President of the Sacramento City Teachers' Association (SCTA), said she is happy to recognize the leadership of Superintendent Banda and the Board for taking the significant, first, and, she expects, not the last step forward in building a much needed, more constructive relationship between the teachers and the District. While details will be ironed out on Tuesday, and significant issues still remain, jointly a big initial step is being taken toward resolving the recent health plan issues.

The SCTA has also reached a significant agreement with the Academic office regarding how Common Core allocated dollars will be spent for the remainder of this year and next. Ms. Milevsky stated that the sessions were very professional and constructive. It is hoped that a foundation is set for a vastly improved relationship. She also stated that the SCTA continues to work with Second Vice President Hansen and Councilmember Steve Hansen to reopen Washington School, and they urge the Board not to take action that would impede that opportunity. They also ask that the District not pass a resolution supporting the repeal of caps on reserves for school districts.

Darlene Anderson spoke on Black History Month and stated that it is important to start having a conversation regarding African American students in the District. She has been coming to Board meetings for over 20 years and served as a school site council chair and District Advisory Council chair. She feels that upon graduation students should be employable and that the District is not being held accountable due to Prop 209.

Member Rodriguez thanked Ms. Anderson for the reminder that this is Black History Month, and stated she would like to add a resolution for the next Board meeting agenda to celebrate Black History Month.

9.0 CONSENT AGENDA

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

President Woo announced an amendment to Item No. 9.1f, the Minutes of January 8, 2015. On page four, the fourth line down, a comment made by Mr. Ralph Merletti commenting on Item 8.1e required correction. The word “encourage” was typed incorrectly and should be “discourage”. President Woo read the sentence with the corrected word. President Woo noted that the Board already pulled Item 9.1a.

9.1 Items Subject or Not Subject to Closed Session:

- 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)
- 9.1b Approve Personnel Transactions (Cancy McArn)
- 9.1c Approve Sutter Middle School Field Trip to Ashland, Oregon, March 4 – 6, 2015 (Mary Hardin Young)
- 9.1d Approve Appointment of Second Vice President Jay Hansen to the CSBA Delegate Assembly (José L. Banda)
- 9.1e Approve Staff Recommendations for Expulsion #7, 2014-2015 (Lisa Allen and Stephan Brown)
- 9.1f Approve Minutes of the January 8, 2015, Board of Education Meeting (José L. Banda)
- 9.1g Approve First Amendment to Facilities Use Agreement: St. HOPE Public Schools (Sue Lee)

Public Comment:

Ralph Merletti spoke on Item 9.1c, showing a map on the overhead of the area to be visited by Sutter Middle School on their field trip to Ashland, Oregon. He stated that he is strongly in favor of the field trip. Assuming it is a daylight trip and weather permitting, there will be some great scenery. He advised students and staff to enjoy the views. He mentioned Lassen Peak and Mount Shasta, and he noted that May will be the 100th anniversary of a major eruption at Lassen Peak. Also, Mount Shasta further North is a dormant volcano and the highest point in Northern California at over 14,000 feet high. Mr. Merletti also suggested they check the level of Shasta reservoir while passing.

Board Member Comments:

Second Vice President Hansen had a question on a contract and a question on a bid included in Item 9.1a which were answered by Cathy Allen. He also asked a question about the bids for supplemental educational services which was answered by Dr. Olivine Roberts. Dr. Roberts will provide a list of providers and the sites at which they provide services.

Item 9.1a was then reinstated with the omission of Bid #407-2 as described earlier. President Woo asked for a motion to approve the Consent Agenda as amended. Vice President Pritchett made a motion which was seconded by Second Vice President Hansen. The motion passed unanimously.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 10.1 Approve Resolution No. 2819: Recognition of National No One Eats Alone Day, February 13, 2015 (Jessie Ryan) **Action**

Member Ryan introduced Resolution No. 2819 in recognition of National No One Eats Alone Day, February 13, 2015, and explained that this is a youth led national movement to end social isolation. She spoke on the benefits of the inclusion of all regarding socialization and the dangers isolation can cause. She also explained how the nonprofit organization, Beyond Differences, was started. More than 350 schools and 200 school districts across the country have adopted No One Eats Alone resolutions. In Member Ryan's trustee area, Father Keith B. Kenny K-8 School has embraced the program.

Public Comment:

Angie Sutherland is very happy that this day is being honored and will become a part of our District as there are a lot of students that feel isolated and shunned sometimes. She stated that she supports this and thanked the Board.

Adrian Moreno spoke in support of No One Eats Alone Day. He stated that it is important that all students be accepted. He thanked the Board for having a day in which all kids are included.

Board Member Comments:

None

Member Ryan motioned that Resolution No. 2819 be moved in recognition of National No One Eats Alone Day, February 13, 2015. Member Arroyo seconded the motion which was passed unanimously.

Gerardo Castillo and Michael Smith presented the 2015-16 Budget Reductions for Restricted Funds. They covered the California economic outlook, what that outlook means for Sacramento City Unified School District, explained the difference between restricted and unrestricted funds, defined the Quality Education Investment Act (QEIA), went over the current schools and positions funded with QEIA, made recommendations to help schools that lose QEIA funding and 2015-16 budget recommendations, and went over next steps.

Public Comment:

Darlene Anderson said that she would like to know what was done with the money, how it affected the school sites, and if it is even useful to continue the funding in light of student achievement. She feels the District needs to have accountability. She feels that Title I funding does not help all students as some believe. And she feels the same in the case of LCAP funding and feels the Board already approved limited participation from community members regarding the LCAP process. She also does not understand the use of funds for positions that do not make a difference to youth.

Liz Guillen, of Public Advocates, thanked the Budget Department for making financial information accessible; having the website page for the Local Control Accountability Plan (LCAP) linked directly to the monthly District and school site expenditures will make it easy for parents and the public to figure out together how positions can be maintained. She feels this shows a culture change toward transparency. She encourages those that are monitoring the budget to look at projections from a trend perspective and compare that with actuals. She also appreciates information shared about carry over funds.

Board Member Comments:

Member Rodriguez stated that she had brought this issue to light last November, and she expressed appreciation to Mr. Castillo for his follow up and commitment to a soft landing for affected schools. She reminded the Board that the first responsibility is to the students, and feels this sentiment has relevance to the next Item.

President Woo asked the presenters when they would be back. Mr. Castillo replied at the next Board meeting.

10.3 Authorize Facility Repurpose and Reuse Proposals for Negotiations (Cathy Allen)

Action

Cathy Allen presented on the next step in the process regarding closed sites. She presented a review of the steps taken so far, discussed the review process used for the proposals, shared some of the comments made by reviewers, showed total scores, and discussed next steps.

Public Comment:

Phil Serna, Chairman of the Sacramento County Board of Supervisors, commended staff for their work on behalf of the community and those that put forth proposals for reuse of facilities. Mr. Serna stated the main message he wanted to convey is that moving forward he would like to partnership with the District. He would be happy to answer any questions about that. He endorsed La Familia and spoke on the Fruit Ridge Elementary School site, its location and how he, Jay Schenirer, and Board Member Ryan have been working on a number of different initiatives to improve that community. He stated the school was somewhat the last institution at the geographic heart of the community, and when it closed it was incumbent upon all the elected that represent the area in and around that neighborhood to focus on what could be to improve it. Therefore he hopes tonight the Board will take the first steps to do that.

Jay Schenirer, Sacramento City Councilmember, stated that he attended many of the school closure meetings and knows that they were painful for the neighborhoods. He noted that three of the four schools currently being discussed are in his District. Beyond the pain that the closures caused, a void was also created in some neighborhoods. Mr. Schenirer also spoke of what can be done to partner with the District in an effort to create vibrant places for neighborhoods once again. He is in support of La Familia and Camellia Waldorf. He feels Camellia Waldorf is a good fit for the neighborhood, and regarding Fruit Ridge feels the applicant provides services that are more needed in that neighborhood than any other discussed. Mr. Schenirer and Mr. Serna have discussed this last point, and stand ready to help the program in any way they can in an effort to make sure the applicant is successful.

Rick Jennings, Sacramento City Councilmember, stated that closing the schools was very painful and that some of that pain can be eliminated by finding a use at closed sites that will benefit the community. The question must be, if children are not attending to be educated, then how can we use those facilities to benefit the children and their families? Although he does not have sites in his District, he wants to let the Board know that the partners that have submitted proposals have a proven history of working with the District, the children, and the families. La Familia, for example, has a 40 year history of providing services to the Sacramento community. They also understand the importance of a collaborative effort. He knows the Board is looking at the proposals seriously, thanked the Board for doing that, and asked that the Board move to the next step.

Jeff Harris, Sacramento City Councilmember, addressed the use of the C. P. Huntington Elementary School site, and he is in favor of the Camellia Waldorf application. Mr. Harris recounted how he was on the steering committee that helped relocate the Waldorf program to the Alice Birney School site when it closed. It has been one of the most successful programs in the District. He therefore feels this is an excellent use for the C. P. Huntington site. Mr. Harris noted that the education of students should be the top priority and encouraged the Board to enter into negotiations with Camellia Waldorf as it is a proven program of 20 plus years at its current site. He urged the Board to look at the program carefully as he feels it will invigorate the neighborhood and be beneficial for students in Sacramento.

Patrick Kennedy, Sacramento County Supervisor, spoke in favor of the program proposed for the Maple Elementary School site. He noted that La Familia already has the trust of the community, will serve families, and strengthen the neighborhood. He urged the Board to at least allow the proposals to move to the next phase of negotiations.

Manuel "Manny" Hernandez asked the Board to consider if the school sites in question are being used and if the proposal meets the urgent needs of the community. In the case of the Maple Elementary site, he knows that it is not being used. If a proposal will meet the urgent needs of the community, he asks the Board to approve.

Rick Brandsma, Board President of La Familia, urged the Board to approve the next step. Working with partners, they have developed a long list of services based on community input that they are eager to get underway.

Ana Negron spoke in favor of La Familia Counseling Centers. She has worked with the organization as a District representative for both Senator Ortiz and Senator Steinberg for the past 13 years. She is very impressed with the work that they do and how they help the community.

Michael Spurgeon, an English instructor at American River College and co-founder and Board President of 916 Ink, a program dedicated to childrens' literacy, said that they are excited to partner with La Familia and looks forward to the Board's approval.

Terrence Gladney, President of the Sacramento Council of PTAs, speaking on behalf of the Council and the PTA Clothes Closet, stated that they were happy and relieved when they were approached by the Fruit Ridge Collaborative to be a part of their mission and vision. They were relieved as they saw it as an opportunity to extend the few hands currently available to do work on behalf of students. It is also an opportunity for like-minded organizations to partner and be in one space, similar to some of the features at the Enrollment Center. They feel the Fruit Ridge Collaborative will be a service to families.

Frank DeYoung spoke as a Brentwood community member in favor of Camellia Waldorf's application for the C. P. Huntington Elementary School site. He stated that the organization has reached out to and met with the community. They are willing to be a community partner. He would like to see the facility be used as a school, as

it was designed to be. He asked the Board to please approve this step of the process.

Katie McCleary, Director of 916 Ink, stated that they have been looking for a place to open their Young Author's Palace, a creative writing classroom for ages Kindergarten through Twelfth grade. They have published over 1,300 students in 42 different publications. They are part of the La Familia project, and have received over \$160,000 from the Metro Chamber of Commerce, the Harvego Family Foundation, the California Endowment, the Fortune Foundation, and the Sacramento Region Community Foundation in support of their portion of the Young Author's Palace project. Ms. McCleary urged the Board to move forward in a quick manner; otherwise she will be forced to find another space. Of mutual benefit to the District will be that at least 200 students from the Sacramento City Unified School District per year will be served.

Monica Hernandez, with Sacramento Area Council of Governments (SACOG), spoke as a committed partner to working with La Familia on the reuse of the Maple Elementary School site. She urged the Board to move forward with negotiations. She acknowledged the efforts of District staff in developing the process. Her organization brings technical assistance through specific, identified and secure grant funding to the table. They would like to work with the City and the County in improving Transportation options to access the site.

Rachel Rios, Executive Director of La Familia Counseling Center, thanked the Superintendent, Board, and staff for bringing this item forward tonight. She said La Familia also wants to acknowledge the work of the 7-11 Committee that worked early on to review their concepts for the repurposing of the school. On behalf of La Familia, she urged the Board to approve their proposal for the reuse of the Maple Elementary School site and to take action to move their proposal to the next level by authorizing the District to begin negotiations with them. This action will still allow the Board to review and approve any final agreement. Ms. Rios stated that La Familia has worked hard with their partners, 916 Ink and Fairy Tale Town as well as others to identify support and resources for this project. They are concerned that continual delays in making progress on this project jeopardizes those resources. More importantly, opportunities to address critical gaps in service needs that the community needs are continuing to be delayed.

Karen Daly spoke on behalf of the Brentwood Neighborhood Association. The Brentwood neighborhood surrounds the C. P. Huntington School site. Ms. Daly stated that the Association met several times with Camellia Waldorf School, are impressed with their proposal, and happy to support them in their application to utilize the vacant school. She asked the Board to consider supporting Camellia Waldorf School, but not for just the two years that District staff has suggested, but for at least a ten year agreement. A two year agreement does not make the move worthwhile for Camellia Waldorf School.

Judy Smith, speaking on behalf of the Fruit Ridge Community Collaborative, thanked the 7-11 Committee and all staff. She has been a resident of the Fruit Ridge community for approximately 30 years, and her children attended Fruit Ridge Elementary. She was saddened to see the school empty, so she began calling around the country and then began receiving calls from people interested in knowing what was going on with the Collaborative. They worked hard to get very strong organizations that were not doing duplication of services. They are now in the process of having Tide Centers become their fiscal sponsors.

Simeon Gant, also part of the Collaborative with Ms. Smith, is the Executive Director of Green Technical Education and Employment. Some of the work that will be done within the Collaborative when approved will be twenty-first century career opportunities and job skills. They will be teaching young people about careers in clean energy and energy efficiency in sustainable living strategies. They will provide hands on opportunities for learning, such as installing solar panels and work with alternative fuel vehicles. As long as the site is empty, it is a public safety issue, so they would like to fill the space with community work and educational opportunities.

Alisha Hamilton spoke as a community member, although her Mother is Judy Smith of the Fruit Ridge Community Collaborative. She came from the Fruit Ridge area, moved to the Natomas area, and brought her family back to the Fruit Ridge area. She noted the great amount of positive energy that her Mother has put into the Collaborative and is happy to see that energy moving forward in a positive way. She hopes to see the process go to the next phase. There has been a lot of focus on areas within the Oak Park area, and she would like to see similar focus on the Fruit Ridge area.

Luis A. Perales said he has been with the La Familia Counseling Center for 17 years. His mission is to teach children sports and martial arts.

Magda Velasquez, also teaching sports and martial arts with La Familia Counseling Center, spoke about the work they do with children.

Asante Mlenga, a graduate of La Familia's GED program, spoke about the program. She is enrolled at Sacramento City College majoring in Child Education. She gave examples of other students that earned their GEDs through the program. She feels that La Familia's expansion to the Maple Elementary School site will provide more opportunities, programs, and activities for youth and the community.

Marti Brown, Executive Director of the North Franklin District Business Association, spoke on behalf of their Board in favor of La Familia's Counseling Center's proposal for the Maple Elementary School site. The Association has been working on a community economic development plan for the past couple of years and is nearing completion. The centerpiece of that plan is health and building a healthy community. They therefore feel that La Familia could not be a better partner for the business district for the community plan that they are in the process of completing. They are very hopeful that the Board will move forward and agree to continue with negotiations for repurposing the Maple Elementary School site and that the District will work with La Familia.

Rosalba Moreno, through a translator, spoke of benefits she has received from the La Familia Counseling Center over the past twelve years. She first went to La Familia and was referred to WEAVE. Her sons have also received counseling through La Familia Counseling Center, been part of karate, received youth services, and help finding jobs. She and her family are very grateful for the agency and staff that work there. Her son Juan has volunteered at La Familia for over ten years. She feels it is important for the program to grow so that youth can accomplish their goals and remain off the streets. Her son is now in a transitional program and next year will begin college. Her younger son is now a Senior in high school and has been accepted to Montana University. She is very proud of her two sons and owes much of their success to La Familia. Ms. Moreno thanked La Familia and those that work there for their support.

Kathy Fleming, Executive Director of Fairy Tale Town, spoke on the importance of play to the physical, cognitive, and emotional development of children. She said that this and also the decline of play is well documented. Safe places for play are a very important community asset. Therefore, Fairy Tale Town wants to work with La Familia Family Counseling Center to provide supervised play provision at the Maple Elementary School site during out of school hours for neighborhood children aged eight to 15. They have pledges of support to make this happen from a wide variety of community organizations ranging from rotary clubs to the Sacramento Tree Foundation as well as some individuals. She hopes the Board will approve the next step to begin negotiations with La Familia.

Chanowk Yisrael, founder of the Yisrael Family Urban Farm, said that the organization has not been included in any of the talks with the Fruit Ridge Community Collaborative. They are across the street from the Fruit Ridge School site. His father also lives in the community. They have tried to be involved and work with the community. He wants the process to move forward with the partners currently involved, but he would like to be a partner too. Mr. Yisrael thanked the Board for their service.

Chuck Rucker, representing Camellia Waldorf School, thanked the Board, Facilities Staff, 7-11 Committee, and the general community for their work over the past couple of years. He stated that Camellia Waldorf is a small, 25 year old, independent private school. They have been a good long time tenant that has paid their rent on time and in full through thick and thin years. He pointed out the positive comments of the speakers that came forward to talk about Camellia Waldorf tonight. They plan to be not just a great tenant and stable financial partner, but also an excellent caretaker of the facility.

Lisa Miller, founder and Executive Director of Celi, Inc., spoke about the organizations volunteer work to help adults to get their GED, get in school, and/or help them get a living wage job so that they can be self-sufficient. They have been in existence for approximately ten years. The potential to be part of the Fruit Ridge Collaborative is great for them. They also have child care and a community garden.

Dr. Glayol Saaba said she helped found the Fruit Ridge Elementary School garden along with teachers, students, and parents over eleven years ago. She also helped teach nutrition. She supports the work and mission of the Fruit Ridge Community Collaborative. She hopes to continue to use the garden to teach children and families the importance of growing and eating healthy fruits and vegetables.

Rachel Smith spoke in support of the Fruit Ridge Community Collaborative. She has lived in the Fruit Ridge

community since the age of five, and spoke highly of Judy Smith and her efforts to help the community. Marie Acosta, Director of La Raza Galleria Posada, spoke about how people engage in the arts, and how her organization engages families, businesses, and neighborhoods in positive ways. They support the La Familia and Fruit Ridge collaborations.

Darlene Anderson feels that the District partners with few members of the African American community. She also feels that students graduating with a certificate of completion are unemployable, and that even though funding is provided for community partners, a small amount of African American students are served.

Rhonda Staley-Brooks, President and CEO of Big Brothers Big Sisters of the Greater Sacramento Area, spoke representing her organization as part of the Fruit Ridge Community Collaborative. It is importance to see that so many people are trying to do good things together. She would like to find a place that will serve more children. They serve children that come from single parent families primarily. She urged the Board to look at the proposal and the partnerships. She also thanked Judy Smith for her work.

Board Member Comments:

Vice President Pritchett asked what the negotiations process will look like and what the time process will be. Cathy Allen answered that if the Board authorizes the department to go ahead with any or all, they would contact the lead person at the agency to have them come in to talk about what the proposals will look like. It is important for the District to treat this as a joint use proposal. We want to look at what our costs will be and what is realistic to charge. These are decisions that will be brought to the Board for approval. The Facilities Committee expressed an interest in taking a look at the initial round of drafts. Regarding timing, the department is ready to move ahead.

Member Rodriguez stated that her major concern is that the Board has had no formal discussion about what the parameters are before going into discussions with any of the proposal agencies. She is still vague about the fee schedule, and doesn't feel comfortable with the response about seeing how much the organization can afford. We need to start thinking about how the District interests are first and foremost. There is an opportunity before us to start creating a revenue stream, and once we let buildings outside of school education, we are losing a good population of potential students that could be gained in the future. Average Daily Attendance (ADA) is part of every student, and Member Rodriguez does not see these financial considerations being addressed in any of the materials received in e-mails or Board packets. She is extremely concerned about that due to her fiduciary responsibility as a Board member. The District has had recent budget shortfalls as well, so she feels it is irresponsible to go forward with any proposal without having those questions answered. She did gain a lot of clarity tonight, especially from the Fruit Ridge proposal, because it was not explained as such on paper. She asked how do you address the vague language surrounding the realistic financial outcome of what the District stands to benefits from? And how do you make her feel more comfortable about moving forward on any one of the proposals? Ms. Allen replied that they would sit down with the proposers and ask them what benefits the District would get directly from their services. As with Fremont, we accessed a value to what was being offered. In that case it was in the form of internships, scholarships, and tickets to various performances for students.

Superintendent Banda added that this is an opportunity for the District to entertain conversations to be able to determine, not only what they are able to provide in services and what are benefits to the District, but also we have a set of fee schedules to look at. He knows from working with Ms. Allen that she is always mindful of if we able to pay for at least our costs, and then we can look beyond that if there is an opportunity to make more than that. What's important to remember, as we have heard from all that came up to speak, is that we have vacant schools that are not being used. Another part to that, which is very powerful, is to partner with community groups that will continue to serve not only our students but also our parents and community.

Member Rodriguez then asked why data requested by the Board has not been provided, such as birth rates, the current real estate conditions surrounding vacant school sites, and expected mobility due to closure of certain businesses elsewhere in Sacramento? Ms. Allen replied that she believed parts and pieces have been delivered in

various formats. Some of that data is beyond her and her staff's ability to provide and so would have to seek outside help to answer some of those questions. If the Board deems them relevant before a decision is made, then they would certainly look towards doing that. Member Rodriguez stated that the Board has expressed on numerous occasions that those were very important issues and that accountability is long overdue. She feels we could be more innovative with the property rather than just leasing it out. She spoke of International Baccalaureate programs in the District. She also spoke of the planned new downtown arena and how a lot of community members are expected to move to the south side of Sacramento, and she feels that affordability will be in the Maple Elementary School site area. Member Rodriguez stated that she really appreciates and values all of the community partners and non-profits that came forward, as well as the private school that came forward. If the District is going to move forward on proposals, she would like to see La Familia not considered for the Maple Elementary School site, but considered for the Mark Hopkins Elementary site; she feels that the proposal contains everything that the Mark Hopkins Elementary site community wants, and that it would be more beneficial to the La Familia Center to expand in that direction as a larger audience would be captured.

Member Ryan said that she respectfully disagrees with Member Rodriguez. Insuring the fiscal health of the District is in her mind when she looks at the proposals, but the first question is what is in the best interest of, not the District, but the community. When she was running for Trustee Area 7, she walked and knocked thousands of doors and spoke with hundreds of community members and consistently she heard much sadness over the closure of Fruit Ridge Elementary School, in particular, and Maple Elementary School. But she also heard a real desire to see a path forward with a community center that would truly meet the needs of a community that has pockets of poverty. Walking around the Fruit Ridge Elementary site, she saw people dumping trash, a lack of green space, and a sadness and loss of hope. As she spoke to community members, constituents said to her, we want to know that you are going to put the services that will meet the needs of our community from youth to senior. She heard a desire to have a center that mirrors the Sierra Center in Curtis Park. Services are much more accessible in more affluent communities. In Fruit Ridge and the surrounding area, there are families that are looking to have their needs met, and we have people who are stepping up to the plate. La Familia of all the applicants, in Member Ryan's opinion, has a track record of success spanning more than 40 years. Also what is exciting for her about La Familia is recognizing a large population of Latinos that often feel disenfranchised, marginalized, and separated from the revitalization going on in other parts of Oak Park. La Familia also has an incredible breadth of remarkable community partners who are willing to put their name and resources on the line. When it comes to fiscal viability, Member Ryan feels they have a financial plan that more than meets all the requirements of the District and exceeds it. If you look at where La Familia was even two years ago, they have grown significantly, and Member Ryan feels their prospect for continuing to attract resources to insure services to meet the needs of our community members is strong. She would be interested to know, and asked of Supervisor Serna regarding his mention of bringing resources to the table to help see these projects into fruition, what are those projects. She would also like to talk about the item that Rachel Rios brought up about compromising the project if we fail to move forward, and feels that it is important to note that what is before the Board is really a motion to enter into negotiations. She does not take this lightly and hopes that Ms. Allen will work very closely with the Board in helping to frame the parameters per Member Rodriguez's request to insure that we are truly doing this with the best intentions and integrity. Member Ryan then mentioned that she will be recusing herself from the vote on Camellia Waldorf as she is the parent of a toddler who is attending their program. She chose the school because it is the most diverse and has offered incredible support to her and her three year old son.

Member Arroyo commented on the difficulty of school closures and stated that today is not the place to reargue that issue. He was extremely opposed to the closures, but has to acknowledge that they are closed, and he sees the question before him as what do we do now to best move forward, primarily for the needs of the children and students in the community. When the idea first came across to repurpose the facilities the initial reaction was very positive with an emphasis on how the District can make the best financial gain from each facility. After more research and thinking about what the idea of repurposing the facilities should be, Member Arroyo broadened his perspective. In conversations with other community members he realized two important points.

The facilities are part of a government entity, and although the Board has a financial responsibility, it is not necessarily here to make money. If revenue can be made, great, but he feels the number one priority for the District is to meet need. Need can be defined in many different ways, and when he looks at the proposals, he has to look at what is being brought to the community in terms of services to students and families. When we have better prepared students coming in to our classrooms on a regular basis, that are not missing class, are ready to learn, and are enthusiastic about coming to school it means that benefits of some programs extend beyond dollars and cents. Perhaps research is done to quantify how some services can benefit the District financially which will give a number, but he thinks that the question before the Board is a little broader. It is about what do we do with each facility given where we are at today and given the proposals that are before us. He concerns with Member Rodriguez in that we have to be innovative and consider every proposal possible. The challenge is how many proposals do we have coming forward? He would like to consider a 10 million dollar investment in the District that changes every facility and that has a tremendous amount of output academically and financially out of each facility, but realistically what are the proposals being put forward and do we have the bandwidth to internally do the proposals for everyone? In large degree we have to depend on the partners that we live within our regular neighborhoods day in and day out. The reality is we have great proposals being put on the table. He has questions about each proposal regarding their future viability. Regarding La Familia, for example, he would like to know if there is room for other services at that facility. It is not about criticizing any one proposal, but to look at the proposal at face value and figure out how do we make it better. He does not want the Board to look for perfect because perfect may never come. In the meantime we have a lot of children with a lot of need, so he wants the rest of the Board to consider that the benefit to the District and community extends beyond dollars and cents. He asked if there are specific questions, are the proponents for each project here? Ms. Allen stated that she is not sure if anyone from the Sacramento Performing Arts Conservatory is present. Member Arroyo said he has a specific question for the Washington Elementary site. Ms. Allen said she will take the question and ask them to respond. Member Arroyo spoke of the demographics downtown and feels a school/education facility is needed. The proposal is asking primarily for week-ends and evenings, and he would like to know how they would intersect should a full academic program become present there in the future. Member Arroyo said he would like to move them forward to the next level, but he is not ready if he does not know with certainty that we can achieve both programs at the site. Regarding C. P. Huntington and Camellia Waldorf, one of the ramifications of the school closures is that there was a massive displacement of families and students out of their neighborhoods to other schools. Member Arroyo asked what it would mean to the children in the local neighborhood by bringing in Camellia Waldorf which has students coming in from elsewhere? He needs to learn more about what the benefit is to the local neighborhood. He heard the President of the neighborhood association expressing their strong support, and he understands that they do not want a closed school in the neighborhood, but he has concern in terms of children and families in the neighborhood that cannot afford to go to Camellia Waldorf if they wanted to.

Second Vice President Hansen said that he is glad we moved forward with this process. He is particularly happy about the amazing collaborative efforts he has heard tonight. He is also glad to hear about the partnerships that were offered by our local elected officials. He is a big fan of 916 Ink and said they have done some amazing programs. This is the second step of a process and that there is work to be done with contract negotiations. He would like to focus on impact on existing programs that may be at some of the schools. He knows the Washington Elementary School site has a daycare program and asked if there are existing programs at any of the other three schools. Ms. Allen said there is childcare at C. P. Huntington as well and the garden is continuing at Fruit Ridge. Member Hansen asked if the program would be affected at C. P. Huntington. Ms. Allen said she believes that is part of the negotiations. She wouldn't want to displace one of our programs unless it meant something better for the District. Member Hansen said that the negotiations will come back before the Board for ratification. Working collaboratively with existing programs is something that is important for him. He was also happy to hear that Yisrael Family Urban Farm was looking forward to being part of the collaborative. He thinks there is good reason to look forward to the next step in the contracts process. Regarding the Washington Elementary School site, it is his intent that the school be reopened as a full elementary school, and the changing economy downtown should allow the District to do that by the 2016-2017 school year. So he asks if the Board

decides to move forward with looking at the contract with the Sacramento Performing Arts Conservatory that they are aware that it could be a short term lease. He is attentive to what Board Member Rodriguez said about taking advantage of facilities should a time come that they need to be reopened as District schools. So building this into the process is something that is important.

Member Cochrane complemented all the applicants on their strength and depth, and said she is very excited, particularly for the Fruit Ridge and Maple Elementary School sites. She feels that the programs will be a great asset to the community. Her Trustee Area 2 has schools that are heavily impacted, not due to any school on the current list, but due to concapping, especially because of the Washington Elementary School closure. While she is a full proponent of the performing arts, she has serious concerns about the school being rented out to another entity. She shares Member Rodriguez's concern that once a program goes into a building, it is very hard to thread it out. She asked Ms. Allen if it is possible to take the Washington Elementary School site off the application process especially if the program for the Sacramento Performing Arts Conservatory is not voted for tonight. Ms. Allen responded that she believed it would be as the 7-11 Committee had just given a recommendation. Member Cochrane commented that projects at other schools such as music are now heavily impacted because of the Washington School closure. Also housing projects in Area 2 are going in, one potentially bringing in 100 more students. So although she supports the performing arts, her vote will be based on Area 2 needs. She would also like to explore how to remove Washington School site from the application process and move it toward reopening.

Vice President Pritchett reiterated the remarks that Member Arroyo and Second Vice President Hansen made about the Washington School site. The proposals shows that the program will operate Saturdays and Sundays, will follow the Sacramento City Unified School District instructional calendar, and will not require exclusive rooms of common space. She is fully in support of reopening the Washington School site, but does not feel the proposal would hurt, and in fact feels that it would for beneficial in the long run. She also said she supports the Waldorf schools and has two in her area, but has great concern because the information says that most of the families that will be attending do not live in the area. If this proposal passes tonight, she would like to know who is enrolled there, from where are the students coming, and who is paying their tuition?

Member Rodriguez said that she would like to hear some answers tonight. She knows Mr. Rucker is present and has offered to answer questions. She did have an opportunity to meet with Mr. Rucker and did ask him what benefit would be provided to the District by having a partnership with Camellia Waldorf. She said she would like to give him an opportunity to address this and the other questions that have come up. Mr. Rucker asked his school administrator to speak with him. He answered Second Vice President Hansen's question about childcare at the site saying that they would fully support the early childcare program to stay. They had understood that it was part of the proposal that the childcare program would stay; they are adjacent, but have their own site. Members Arroyo and Rodriguez had similar questions which were answered by Ardyth Sokoler. She said that since the founding of Camellia Waldorf they have always reached out and taken exceptional pride in having a diverse student body. That means making this educational opportunity available to any family and any child. They have a strong track record of providing significant financial aid. They see that as a very valuable part of the education that students receive, and it is something that has been taken under consideration as they prepare for the potential opportunity to work with the District. They would of course not want to create a school in a community that would be exclusive and not allow the opportunity for those families to send their children to their school. They have already started working actively with the neighborhood association, building relationships as part of researching this opportunity. They would take great pride in continuing to work with that, having potentially neighborhood projects and having them participate in their calendar of different festivals and celebrations. Community is a very strong part of what they offer at Camellia Waldorf, and she cannot image their school being in that neighborhood and not being a part of the community. Vice President Pritchett had also asked where the children come from and who they are. Many children come from the area. One of the things that make the location desirable is that it remains geographically convenient and accessible to many of their families.

They also have children that do come from great distances in order to reach Waldorf education because they do place tremendous value in the things that make a Waldorf experience unique. Member Rodriguez stated that she knows that their Waldorf program differs from the District's and asked for an explanation of how they support the District's Waldorf programs and also asked her to describe the differences. Ms. Sokoler said that they have a very nice relationship with Alice Birney Waldorf Inspired K-8 School. They often have families that move back and forth, and they work very well with that school. She feels that the opportunity to have two Waldorf schools in the neighborhood supports all the different aspects of that. Their program is different in that their program is a more pure Waldorf program in that all of their teachers receive Waldorf training, and there are certain subject areas that, because they are not a Waldorf Inspired, there is greater time dedicated to those subjects. They also have a slightly different approach, because they are a private school, concerning homework and testing. Member Rodriguez stated that she knows not all private schools are the same and not for every family, but that doesn't mean that every community member in the Brentwood area would find themselves attracted to that particular Waldorf program. It is a lifestyle. Member Rodriguez asked if they are pre-K to Eighth grade. Ms. Sokoler answered that they begin with a parent-toddler program and then they have pre-school through Eighth grade. Member Rodriguez asked where the children go after Eighth grade. Ms. Sokoler said they go many different places. Some will continue with a Waldorf program either at Carver or Sacramento Waldorf. Many go on to a public school within their neighborhood. Member Rodriguez said the District is capturing students at the outset of that. Mr. Rucker said that is fair to say. On the one hand while they have local students in the area, they reach out to San Juan, Elk Grove, and many other school districts. They pull a lot of families from out of district, coming into the Waldorf program, and then staying with the Sacramento City Unified School District at some of the local high schools. Ms. Sokoler invited the Board to come and spend time on their campus and continue conversations about whatever concerns the Board may have. Member Rodriguez asked a question of the Fruit Ridge Elementary site representative. She said that she appreciated that they have been very diligent about looking for fiscal agents for school support, as that was her major concern in reviewing her proposal. She also appreciated that the proposal had an implementation plan and that there was a draft proposal of a contract. However what was problematic about the proposal is that it is vague and did not go into depth. For example, Simeon Gant said that they were planning to have some installation trainings on how to install solar systems. Ms. Judy Smith said this would not be at the school; they would never do anything to alter the facility. That was spelled out clearly by Cathy Allen. They really wanted to reach out to the organizations that were going to meet a diverse neighborhood and its needs. Member Rodriguez then asked Ms. Rachel Rios to come forward. She said that she is not against their proposal and appreciates everything they do for the community. But she feels that they could expand and be so much greater of benefit to the wider community by being located elsewhere. Member Rodriguez asked La Familia to deeply consider the possibility of going to the Mark Hopkins Elementary School site, and is welcoming them to her community. Right next to the Mark Hopkins site is a K-8 school. Ms. Rios said that she appreciates that and shared that La Familia serves all of Sacramento County, and they go all the way to Galt and Walnut Grove. They are one of nine family resource centers, and they have a zip code. That way each family resource center will serve different populations. There is a family resource center in that community that provides those services. They are fortunate in that in January the County extended their funding, and they can now serve children aged 6-12 years of age rather than just under age six. There programs therefore will be expanding to do after school programs as well as domestic violence programs. Because of the expansion they need the additional space. She also stated that the Franklin community has been neglected for many years and does not have a park and a play area. They are committed to working with the community and the business district there. They also recognize the need for services elsewhere. They are very strategic about how they make that growth because they want to make sure that they are sustainable, so they take those steps slowly. They have a meeting tomorrow with Councilmember Carr to talk about the services as he has asked for their help in that 30 percent of his population is Latino. They work very closely with all of the programs in the area, as well as in the North area and not just the South area. So she thinks that is something they want to consider for the future and appreciate being welcomed. Member Rodriguez stated that there was a community survey that was done and transportation was one of the key reasons people did not go to other community centers. She encouraged La Familia to take a look at the Mark Hopkins site. Member Rodriguez cautioned the Board that when there is a

move of businesses happening, families are coming, and we would be remiss to if we lost the opportunity to come and look at the Maple Elementary School site as a potential reopen with an innovative program, such as an early years International Baccalaureate program. She says this because the children who were at Maple increased by 100 API points the year the school was closed. Ms. Rios mentioned that they also looked at and appreciate the scores of those students. They talked about that in terms of not closing the schools because they saw the potential of the youth, and they were very involved with that school. They also looked at demographics to see whether or not there was a potential that there would be more school age children there. They spoke with the Franklin business district in terms of whether there were plans for apartments or multi housing units. Everything they gathered was that there was not going to be a significant impact.

Member Arroyo commented that he does want to move forward with their proposal. If we move forward to the next phase, it is only negotiations, and he thinks that it leaves the door open for future dialogue.

President Woo thanked everybody for all their participation and coming out this evening. He thanked staff and the 7-11 Committee for their hard work. He is really excited about putting children and the community back in the schools. He also wanted to caution that while this is a great opportunity, we are not turning over our spaces in perpetuity; there was a reason why the District did not surplus them. We think and hope that as we continue to build and strengthen our community a need may come again for those facilities. So while we might be entertaining long term goals, we are not leasing the sites forever. Staff is seeking direction from the Board to begin the negotiations with repurpose and reuse applicants. After discussion, the Board decided to vote on the four proposals individually.

Member Arroyo reminded the Board that applicant for the Washington Elementary School site needs to know that the primary intention and priority of the Board is to have a full functioning school there.

Superintendent Banda said that while he is a big fan of the performing arts, he wants to caution about going into any long term agreement over the Washington Elementary School site. There is a lot of potential there, and he and staff have been looking at it closely in terms of repurposing and opening it back up. They do not know in what form, but he would not like to get into a long term agreement where we would have to then lose the possibility of repurposing one of our elementary schools.

Member Cochrane respectfully requested of President Woo that each of the votes be a roll call vote.

Second Vice President Hansen also mentioned the ability that, as the contract negotiations proceed, the Facilities Committee could serve as a sounding board as well as the ability also for individual Board members to work with organizations when schools are within their areas. He confirmed with legal counsel that is allowable. That would alleviate some concerns by making sure that the things the Board cares about are being addressed.

Member Rodriguez said it would make her feel a lot more comfortable about moving in any direction forward if, Superintendent and President Woo, if you will allow for the Board to have some type of opportunity for a discussion regarding parameters of negotiation prior to Ms. Allen meeting with any of the applicants.

President Woo encouraged any of his colleagues who have contributions regarding parameters that they would like to share with Ms. Allen to go ahead and do that. He does not feel the Board needs to formalize a process.

Member Rodriguez asked Counsel Behrens if that would be covered under closed session meetings in terms of negotiation for real estate. Mr. Behrens said that the Board can always meet in closed session regarding negotiations and indicate, since these may be individual cases; the Board can set parameters on that as to the scope of negotiations, giving direction to the Superintendent and staff.

Member Rodriguez brought up her earlier comments about the financial aspect and impact to the District and said if she were to talk to Ms. Allen she would want to have a thorough follow up with her discussion with her and also follow up about how Ms. Allen implements it. She wants this so that she knows parameters were followed.

President Woo then asked for a motion on Tao Holistics and partners for the Fruit Ridge Elementary School site. Vice President Pritchett made a motion and Second Vice President Hansen seconded. Superintendent Banda called the roll call vote as follows:

<i>Member Arroyo</i>	<i>Yes</i>
<i>Member Cochrane</i>	<i>Yes</i>
<i>Second Vice President Hansen</i>	<i>Yes</i>
<i>Vice President Pritchett</i>	<i>Yes</i>
<i>Member Rodriguez</i>	<i>Yes</i>
<i>Member Ryan</i>	<i>Yes</i>
<i>President Woo</i>	<i>Yes</i>

The motion passed 7-0.

President Woo asked for a motion on Camellia Waldorf for the C. P. Huntington Elementary School site. Member Rodriguez made a motion and Second Vice President Hansen seconded. Superintendent Banda called the roll call vote as follows:

<i>Member Arroyo</i>	<i>No</i>
<i>Member Cochrane</i>	<i>Yes</i>
<i>Second Vice President Hansen</i>	<i>Yes</i>
<i>Vice President Pritchett</i>	<i>No</i>
<i>Member Rodriguez</i>	<i>Yes</i>
<i>Member Ryan</i>	<i>Abstain</i>
<i>President Woo</i>	<i>Yes</i>

The motion passed 4-2 with Member Ryan abstaining.

President Woo asked for a motion on La Familia Counseling Center for the Maple Elementary School site. Member Arroyo made a motion which was seconded by Member Ryan. Superintendent Banda called the roll call vote as follows:

<i>Member Arroyo</i>	<i>Yes</i>
<i>Member Cochrane</i>	<i>Yes</i>
<i>Second Vice President Hansen</i>	<i>Yes</i>
<i>Vice President Pritchett</i>	<i>Yes</i>
<i>Member Rodriguez</i>	<i>Yes</i>
<i>Member Ryan</i>	<i>Yes</i>
<i>President Woo</i>	<i>Yes</i>

The motion passed 7-0.

President Woo asked for a motion on the Sacramento Performing Arts for the Washington Elementary School site. Vice President Pritchett made a motion which was seconded by Second Vice President Hansen. Superintendent Banda called the roll call vote as follows:

<i>Member Arroyo</i>	<i>Yes</i>
<i>Member Cochran</i>	<i>No</i>
<i>Second Vice President Hansen</i>	<i>Yes</i>
<i>Vice President Pritchett</i>	<i>Yes</i>
<i>Member Rodriguez</i>	<i>Yes</i>
<i>Member Ryan</i>	<i>No</i>
<i>President Woo</i>	<i>No</i>

The motion passed 4-3.

President Woo called a five minute recess.

10.4 Resolution: Local Reserves Cap (Board President Darrel Woo)

Conference

President Woo stated that last December he and Second Vice President Hansen attended the California School Board Association annual education conference. At that conference it was brought to the attention of all delegates that there is language in Proposition 2, passed last year, calling for a cap on the amount of reserves. There is a cap provision that is part of an education budget trailer bill that Governor Brown signed June 20, 2014. Trailer bill provision SB858 is now contained in Ed Code. The cap on the level of reserves that districts may maintain is a statutory requirement that becomes operative when the voting passed Proposition 2 and when certain conditions related to State revenues and expenditures are met and the State makes a deposit of any amount into the State level Proposition 98 reserve that is created pursuant to Proposition 2. California Proposition 2, the rainy day stabilization fund, was approved by voters on November 4, 2014. President Woo went on to explain that what happened because of the trailer bill is that now if certain triggers are met, there will be a limitation on how much school districts may have in reserves. Governor Brown has recently said publically that he would entertain amending that. School districts throughout the State of California have been asked to sign a resolution in support of removal of that cap. In the packet is draft language that has been recommended and obtained from the California School Board Association. After discussion today, if the Board approves, then we will move forward and finalize with language that is tailored for Sacramento City Unified School District and Board. It will then be forwarded to the California School Board Association to present to the Governor.

Public Comment:

None

Board Member Comments:

Member Rodriguez asked President Woo if there is anybody he has been speaking with on staff that could review the trailer language specifically that applies to this with her. President Woo said Gerardo Castillo could help her.

As there was no other discussion, President Woo said the Item will move forward to the next Board meeting for adoption.

11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

11.1 Business and Financial Information:

- *Enrollment and Attendance Report for Month 4 Ending December 19, 2014*

The month 4 Attendance Report was received.

President Woo was asked by Member Rodriguez to announce that this Saturday, February 7, 2015, from 8:00 a.m. until 4:00 p.m. will be the fourth annual Steps to College 2015 at the Consulate General of Mexico. The District is providing bus transportation this year.

Superintendent Banda said the District has been actively recruiting at the high schools to get as many students there as possible.

12.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 19, 2015 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*
- ✓ *March 5, 2015 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*

13.0 ADJOURNMENT

President Woo asked for a motion to adjourn the meeting; a motion was made by student member Asami Saito and seconded by Vice President Pritchett. The motion was passed unanimously, and the meeting was adjourned at 10:08 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# 11.1

Meeting Date: March 5, 2015

Subject: Approval of the Extension of the Charter Term for Capitol Collegiate Academy

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

Department: Office of the Superintendent

Recommendation: To conference and take action to approve the extension of the charter term for Capitol Collegiate Academy.

Background/Rationale: Sacramento City Unified School District received Capitol Collegiate Academy's charter renewal petition on January 5, 2015 (Charter petition expiration date: June 30, 2015). The Governing Board held a public hearing in accordance with Education Code Section 47607 (b) to consider the level of support for the renewal of Capitol Collegiate Academy on January 22, 2015. District staff has conducted a review of the petition. The staff report and a recommendation to extend the charter term for the Charter School will be presented for Board Action on March 5, 2015.

Financial Considerations: The financial considerations are outlined within the Executive Summary.

LCAP Goals: Family and Community Engagement.

Documents Attached:

1. Executive Summary
2. Extension of Initial Charter Term for Capitol Collegiate Academy

Estimated Time of Presentation: 5 minutes

Submitted by: Sue Lee, Ed.D., Charter Oversight, Coordinator II
Lisa Allen, Deputy Superintendent

Approved by: José L. Banda, Superintendent

Board of Education Executive Summary

Office of the Superintendent

Approval of the Extension of the Initial Charter Term for Capitol Collegiate Academy
March 5, 2015



I. OVERVIEW / HISTORY

Action Proposed:

Staff recommends approval of the extension of the charter term for Capitol Collegiate Academy (CCA) for one (1) year, beginning July 1, 2015 and ending June 30, 2016.

Staff Rationale:

A one-year extension will allow CCA the opportunity to demonstrate that the charter school meets the minimum standard for renewal, the opportunity to demonstrate further improvements in implementing the governance plan and EL plan, and the opportunity to complete a standard initial charter term of five years.

History:

Capitol Collegiate Academy is a public, independent charter school located at 2118 Meadowview Road, Sacramento, CA 95832. Sacramento City Unified School District (SCUSD) granted CCA's charter petition for establishment on May 6, 2010, and approved the charter petition for four years. The charter petition expires on June 30, 2015. The Charter School operates on a "slow growth model" and is currently in its fourth year of operation. The school started with only kindergarten students in its first year and continues to add one grade level each year until CCA has fully grown to serve students in grade levels K-8. The Charter School currently serves about 220 students in grade levels K-3.

Sacramento City Unified School District received a charter renewal petition from CCA on January 5, 2015. A public hearing was held to consider the level of support for the renewal of the charter for CCA on January 22, 2015. After revising the petition for renewal twice, District Staff and CCA agreed that extending the initial term by one year, thus increasing the initial term from four, to five years, will provide additional time for the Charter School to demonstrate an effective operation and program, and the District to evaluate CCA's operation and program.

After reviewing the renewal petition, District Staff provided CCA with a list of six (6) elements that needed updates and clarification. In response, CCA provided District Staff with two revised petitions addressing Staff's concerns.

II. DRIVING GOVERNANCE

Governance for the Minimum Standard for Renewal

As defined by Education Code Section 47607, after a charter school has been in operation for four years, a charter school shall meet one of the following criteria before receiving a charter renewal:

Board of Education Executive Summary

Office of the Superintendent

Approval of the Extension of the Initial Charter Term for Capitol Collegiate Academy

March 5, 2015

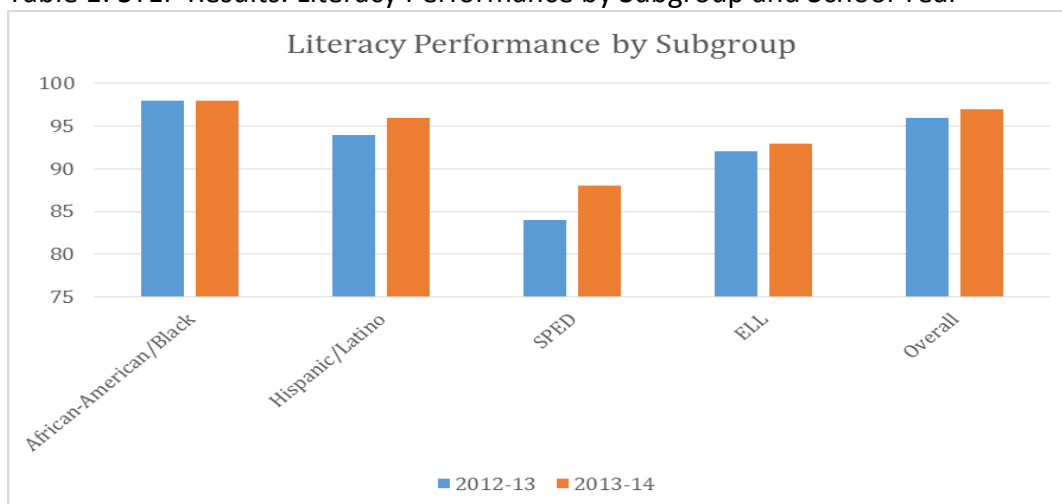


- 1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years;
- 2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years;
- 3) Ranked in deciles 4 to 10,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

The Charter School has not been in operation for four years, so the minimum standard for renewal does not have to apply to the Charter School. Extending the initial charter term will allow the Charter School to have achievement data that can be compared to the District's achievement data. Currently, the Charter School does not meet the minimum standard for renewal, because the Charter School has only served students in grade levels K-3. In addition, CCA has never acquired an API score, a similar school rank, and a statewide rank; further, CCA does not have achievement data that can be compared to the District's achievement data.

According to Education Code section 47607, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." Although achievement data that are comparable to District achievement data are not available, CCA has consistently provided STEP and Terra Nova achievement data as evidence that there are increases in pupil academic achievement for all groups served by CCA, as seen in the two tables below.

Table 1: STEP Results: Literacy Performance by Subgroup and School Year



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Table 2. Terra Nova Results: Breakdown (Subgroup Population Breakdown 2013-14)

ACHIEVEMENT GAP NUMBERS					
	SCHOOL	BL	HISP/ LAT	ELL	GIRLS
Overall National Percentile	83%	86%	78%	74%	85%
<i>Percent of Students Above 90%</i>	56%	65%	39%	36%	66%
<i>Percent of Students Above 80%</i>	72%	77%	61%	50%	78%
<i>Percent of Students Above 70%</i>	82%	84%	72%	64%	84%
<i>Percent of Students Above 50%</i>	91%	94%	83%	79%	94%
Overall Percent Mastery	100%	100%	84%	100%	100%
<i>Advanced (90% or above)</i>	57%	74%	39%	29%	63%
<i>Proficient (70% or above)</i>	43%	26%	63%	71%	37%
<i>Proficient/Advanced</i>	100%	100%	100%	100%	100%
ELA Percent Mastery	100%	100%	100%	100%	100%
<i>Advanced (90% or above)</i>	63%	74%	56%	50%	69%
<i>Proficient (70% or above)</i>	37%	26%	44%	50%	31%
Math Percent Mastery	98%	100%	94%	93%	100%
<i>Advanced (90% or above)</i>	70%	63%	39%	33%	69%
<i>Proficient (70% or above)</i>	28%	37%	55%	57%	31%
ELA National Percentile	65%	68%	59%	51%	67%
<i>Percent of Students Above 90%</i>	11%	16%	11%	7%	9%
<i>Percent of Students Above 80%</i>	35%	32%	28%	7%	31%
<i>Percent of Students Above 70%</i>	52%	61%	33%	14%	41%
Math National Percentile	87%	90%	83%	82%	88%
<i>Percent of Students Above 90%</i>	67%	71%	56%	57%	72%
<i>Percent of Students Above 80%</i>	76%	81%	61%	64%	75%
<i>Percent of Students Above 70%</i>	87%	90%	78%	79%	88%

Governance for an Extension:

An extension of an initial term of a charter is not recognized in California Education Code, but has been practiced in other California school districts. Extending an initial charter term allows charter schools and district authorizers more time to gather substantial evidence and data to ensure due process and fully examine if the Charter School meets any criteria to have the charter renewed or denied under California Education Code.

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On May 6, 2010, the District's Board of Education approved the initial charter petition establishing the Charter School for a period of four (4) years, to expire June 30, 2015. Education Code Section 47607, subdivision (a) states in part that "a charter may be granted pursuant to Sections 47605, 47605.5, and 47606 for a period not to exceed five years." The Charter School submitted the Charter Renewal Petition for Capitol Collegiate Academy to the District on or about January 5, 2015. District Staff recommends to extend the Charter School's initial term by one year, thus increasing the initial term from four, to five years, so as to provide the Charter School with additional time to demonstrate an effective operation and program, and for the District to evaluate the Charter School's operation and program.

By approving the extension of CCA's initial charter term, the District and CCA would agree to the following.

1. The Charter School agrees to unconditionally withdraw the Renewal Petition.
2. The District agrees to extend the Charter School's initial charter term from four years, to five years, with a revised expiration date of June 30, 2016.

District Staff's Review:

Although the originally submitted renewal petition included the information required, District Staff recommended revisions to improve the petition in six areas: 1) Element A, Educational Program; 2) Element B, Measureable Pupil Outcomes; 3) Element C, Methods to assess pupil progress; 4) Element D, Governance; 5) Element G, Racial and Ethnic Balance; 6) and Element J, Pupil Suspension and Expulsion.

Capitol Collegiate Academy provided two Revised Petitions addressing District Staff's concerns and recommendations by revising, updating, and/or providing the following.

ELEMENT A: Educational Program

Round 1: Staff's Recommendation(s):

- Review, revise and update the Charter School's plan for educating English Learners to address Staff's concerns.
- Review and revise the Renewal Petition to clarify that Charter School is its own LEA for purposes of special education.
- Include an enrollment plan with the enrollment capacity for each school year for the next five years.

Round 1: CCA's Revision(s):

The remaining description of the EL program was too vague for meaningful review. The majority of the remaining description reiterated the law (e.g. "EL students will receive the same

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academic material as those students who are native speakers of English” p. 16) or outlined the state-required default for providing instruction to less than proficiency ELs—Structured English Immersion. District Staff followed up with specific questions for CCA to answer, as seen in *Round 2: Staff Recommendations* below in this Element A section.

The Petition has been revised to clarify that the Charter School intends to operate as its own LEA and not as a public school of the District for the purposes of special education. (Renewal Petition, p. 26-27.) Staff determined that the Charter School’s plan for serving students with disabilities, as revised, is legally compliant.

The revised Renewal Petition includes an enrollment plan from school year 2014-15 to school year 2019-20. The Charter School’s maximum capacity for the school year 2019-20 is 461 students. (Renewal Petition, p. 22) Staff determined that the Charter School’s plan, as indicated in the revised Renewal Petition, is reasonably comprehensive.

Round 2: Staff’s Recommendation(s):

The LEA submitted the following question regarding the instructional program for ELs:

- How will the charter school provide instruction in the ELD standards using integrated and designated ELD, as described in the CA ELA/ELD Framework?

In other words:

- When will this instruction occur, especially in light of the requirement that ELs not miss core instruction?
- By whom will the instruction be provided?
- How will the charter connect ELD to the core content areas?
- What assessments will be used to determine student needs in ELD?
- What professional development will be provided to teachers so that they may learn about the fundamental changes in ELD instruction as laid out in the CA ELA/ELD Framework?

Round 2: CCA’s Revision(s):

The CCA instructional program, as described, ensures that English learners will have access to the same curriculum as all other students (pp. 16-20), but does not sufficiently describe how students will receive regular instruction in the ELD standards. For example, the petition describes Text Talk, a research-based program emphasizing vocabulary and higher order thinking skill in reading comprehension, but Text Talk is not a program designed to address the ELD needs of ELs.

In addition, statements such as “We believe that best practices for ELD are also best practices for many students who enter school academically behind ...” (p. 18) raise concerns that the

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school believes that ELD is a set of practices, not standards to be learned in their own right. There is a brief mention of small groups of students receiving ELD, phonics and reading comprehension support during a 30-minute period during the literacy review and support block. However, no further information is added.

Finally, the goal of having “98% of EL students proficient in English after three years of enrollment” is too inexact to be meaningful; it does not take into account students’ proficiency levels upon entering CCA. For a student who enters as a Beginner in Kindergarten, this goal is probably unrealistic; most studies have shown that it takes at least five years for students in mainstream classes to achieve reasonable proficiency, unless they are already literate in their primary language. By the same token, a student who enters third grade at an Intermediate or Early Advanced proficiency level should take fewer than three years to become proficient. A goal such as this one seems to point to a lack of awareness regarding the diversity among English learners.

Staff’s Final Recommendation(s):

Staff recommended that within 60 days, the Charter School provides a detailed description of a coherent ELD program, which includes integrated and designated ELD, and that is based on the CA ELD Standards and guided by the CA ELA/ELD Framework. This description shall include the Charter School’s approaches for addressing the varying needs of students at different English language proficiency levels and in different grade levels. It shall also include a plan for professional development that will enable teachers and instructional leaders to implement the ELD program.

ELEMENT B: Measurable Pupil Outcomes

Round 1: Staff’s Recommendation(s):

- Revise the Petition to set out specific growth and achievement targets for special education students, even if the subgroup is not a significant subgroup.

Round 1: CCA’s Revision(s):

As revised, the Renewal Petition sets forth growth targets for the special education student subgroup. Specifically, the Renewal Petition states that its special education students will place in the top quartile when compared to other special education students on the Reading and Mathematics portion of the CAASPP. (Renewal Petition, p. 96.) Alternatively, the Renewal Petition states that its special education students will be at least 25% proficient in English Language Arts (“ELA”) and 30% proficient in Mathematics, both of which are 10% higher than the current projection for students with special needs. (Renewal Petition, p. 96.)

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Staff determined that the Charter School's measurable outcomes for special education students, as revised, are legally compliant.

ELEMENT C: Methods to Assess Pupil Progress

Round 1: Staff's Recommendation(s):

- Revise the Renewal Petition to include examples of compliance with requirement that the Charter School's method for measuring pupil outcomes for the State priorities is consistent with the way information is reported on the SARC.
- Correct Table 3.1 to align assessments with the Common Core standards.

Round 1: CCA's Revision(s):

The Renewal Petition has been revised to reflect that the Charter School will report out its method for measuring pupil outcomes for the State priorities in a way that is consistent with how information is reported on the Student Accountability Report Card ("SARC"). (Renewal Petition, p. 109.) Further, Table 3.1 of the Renewal Petition has been revised to reflect the required testing under the California State Testing Program. (Renewal Petition, p. 109.) The Renewal Petition also states that internal assessments will align with the State Common Core standards and such assessments are currently administered every six weeks. (Renewal Petition, p. 112.)

Staff finds the revisions to be reasonably comprehensive.

Round 2: Staff Recommendation(s):

- Update what the benchmarks are based upon or clarify if the Charter School intends to continue using CST released questions and CST content (and if the latter, explain why).

Round 2: CCA's Revision(s):

The revised petition no longer states that CST blue prints will be used for benchmark tests; rather, they will use released CAASP questions.

Staff finds the revisions to be reasonably comprehensive.

ELEMENT D: Governance

Round 1: Staff's Recommendation(s):

- Review and revise the Renewal Petition to indicate what parent committees will be established by CCA and how parent involvement information will be communicated in languages other than English.
- Clarify which persons sit on the Board of Directors and their role with CCA.
- Confirm whether the Executive Director receives a salary from CCA.

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Round 1: CCA's Revision(s):

The Renewal Petition, as revised, states that the Charter School currently has a Parent Site Council committee, which also represents the English Language Advisory Committee ("ELAC"), due to the small size of the school. (Renewal Petition, p. 132.) The Charter School makes assurances that both English and Non-English speaking families are represented in the Parent Site Council. The Renewal Petition also states that a parent governing board position will be established in February 2015. (Renewal Petition, p. 132.) Additionally, the revised Renewal Petition states that the Charter School currently translates documents into Spanish and that Spanish-speaking staff are available on site and in the front office to support family engagement. (Renewal Petition, p. 133.) The Renewal Petition also includes assurances that the Charter School will provide translation services for languages other than Spanish on an as-needed basis. (Renewal Petition, p. 133.)

Lastly, the revised Renewal Petition states that the Charter School provides several methods for communicating academic and non-academic progress to parents, including, hold family conferences each trimester, providing parents with daily "STAR" reports, monthly school reports, and weekly CAL reports that outline all of the standards and contents covered during the week. (Renewal Petition, p. 130.)

Staff determined that the Charter School's plan for parental involvement, as revised, is legally compliant.

The revised Renewal Petition clarifies that no paid staff member shall sit on the governing board. (Renewal Petition, p. 126.) Specifically, the Renewal Petition and supporting documents clarify that Penny Schwinn currently receives a salary as the Executive Director of the Charter School but that Mrs. Schwinn does not sit on the governing board. Further, the Charter School has provided information that Mrs. Schwinn was not employed by the District during any time in which she previously was employed by the Charter School. Staff has determined that there is no conflict of interest found; however, staff found that the Board of the Charter School does not have an adequate amount of members, which led to other concerns.

Round 2: Staff's Recommendation(s):

- Provide the District with a statement regarding how many Board meetings will occur each school year.
- Explain why it is stated in the petition and Bylaws that ten Board meetings will take place in one school year and only four Board meetings are scheduled for the 2014-15 school year.

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- Provide copies of agendas and approved minutes for all Board meetings for the 2013-14 school year and 2014-15 school year thus far.
- Explain why there are currently only two Board of Directors, why the petition states that there will be at least seven (7) Board of Directors, and why the Bylaws state that there will be at least five (5) Board of Directors.
- Make the number of Directors who sit on the Board in the charter petition consistent with the number of Directors who sit on the Board in the bylaws.
- Submit an updated and accurate list of names of current Board of Directors, with the dates that they became Board of Directors.
- Begin appointing qualified Board of Directors.
- Provide a response to the District regarding where the District and public can access Board meeting dates, agendas, and minutes.
- Clarify in Figure 4.1 if the Executive Director position is an administrative staff or not, and if the position will exist in the future, because it is not represented in the organization structure.
- Provide a response to the District regarding if the proposed six administrator positions in the organization are accounted for in the multiyear budget next year.
- Address all contradictions regarding the duties of the Executive Director and the Head of School, and respond to the following questions,
 1. Does the Board or Executive Director evaluate the Head of School?
 2. Who reports to the Board of Directors?
 3. Who hires and evaluates all employees?

Round 2: CCA's Revision(s):

The Charter School explained that the change to four board meetings was already approved and updated in the charter school's bylaws; the change was missed in the original revisions to the charter. The Charter School further noted that the change could be found as in compliance, per the school's audit, which is the most official reconciliation of the School.

The Charter School's response included that the Board has always gone by the specific Bylaws, so there always had to be at least five (5) Board of Directors. Three new Board of Directors were appointed to the CCA Board in February 2015. The Charter School further explained that meeting agendas are posted publicly at the school. Meetings are posted on the school's website via the Facebook account and/or the calendar. Meeting dates, agendas, and minutes are provided to the SCUSD representative, and have been consistently provided to that representative; however, CCA notes that there have not been any meetings during the 2014-15 school year due to a lack of quorum, so the District was unable to locate the postings of such meetings. Also, all meeting minutes and agendas are readily available in the front office for public view and/or in the business office for public view.

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The Petitioners explained that the Executive Director is administrative staff (LEA level and not school level); changes have been made to the organization structure in the petition to reflect both LEA and school-site staff. The petitioners note that the Executive Director position may exist in the future, pending annual budget review (as with any position at the school, where everyone is given a one-year offer letter). Petitioners also responded to District Staff by saying that all proposed administrative staff positions are accounted for in the multiyear budget.

To provide clarification regarding the organizational structure, CCA included in the revised petition:

“The Board and the Executive Director evaluate the Head of School. The Executive Director provides a recommendation which the Board may approve, deny, or edit. The Executive Director reports to the Board of Education. The Head of School hires and evaluates all employees, as approved by the Executive Director.” (Renewal Petition, p. 40)

The Revised Petition further states that the overlap of the Executive Director and Head of School’s positions/job descriptions is:

“intentional and part of the school program, as one person is responsible for the tasks in the day-to-day programming (Head of School/Principal) and one is responsible for the LEA-level and organizational outcomes and strategy (ED). Oftentimes, both members participate in and are responsible for this work, with the Head of School/Principal taking the lead in program and the ED taking the lead for organizational operations. The School has attached the specific evaluations for both positions to this charter as part of Appendix L, which provides specific job descriptions.” (Renewal Petition, p. 40)

Staff’s Final Recommendation:

Due to an unstable governance structure with declining participation, Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition. (Ed. Code, §§ 47607, subd. (a)(2) and 47605, subd. (b)(2)).

Issues regarding the governance of the Charter School, particularly in light of recent discoveries by District staff, continue to be of significant concern. The Petition states that the Board of Directors of the Charter School “will maintain active and effective governance of the Charter School.” (Petition for Renewal, p. 34.) The corporate By-Laws submitted with the Petition for Renewal in January 2015, under which the Charter School’s Board has been operating for the past four years, states that the Board would meet at least ten (10) times per year.

In January 2015, when the Petition for Renewal was first submitted, Petitioners represented that there were at least five (5) serving members of their Board of Directors, with three

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“additional” members “under review.” (Appendix S of original Petition for Renewal.) Subsequent to the submission and initial review of the renewal petition, staff has learned that, until recently, Penny Schwinn is no longer a Board of Director and is now the Executive Director, two (2) Board members resigned in February 2015, and there are only two (2) members serving on the Board of Directors of the Charter School. One of those two members is the former District appointed representative to the Board of Directors, who has resided out of State since the beginning of the current school year. In fact, as opposed to meeting ten times per year, District staff was informed that the Charter School’s Board of Directors has not met, due to a lack of a quorum, since June of 2014. It is not clear how the Charter School lawfully conducted essential business functions, such as ratifying contracts, setting policy, evaluating the administration, etc., without holding a meeting for the past three quarters of this school year. Petitioners now state that three new members have been appointed to the Board of Directors. (Appendix S – Revisions).

Since the failure to conduct regular Board meetings has been raised as a concern, Petitioners have attempted to address this issue in the revised Petition for Renewal. Petitioners now propose for their Board to meet four times a year. This is a significant reduction from the previous requirement that their Board meet ten times per year as stated in the original Petition for Renewal and in the current corporate Bylaws, which have not been amended to reflect the change to meet only four times per year. Staff notes that promising less governance does not address the fact that there has been no governance this school year, or resolves this concern moving forward.

At the Charter School’s administrative level, the current Executive Director fills her role as a part-time position. She is employed as an education official, in another capacity, on the East Coast of the United States. Despite not being able to fill the Executive Director as a full-time position, by next school year, the Petition for Renewal states that the Charter School will have seven (7) administrative staff positions: 1) an Executive Director; 2) a Head of School; 3) Two Directors of Curriculum and Instruction; 4) a Business Manager, 5) a Dean of Culture; and 6) a Director of Special Education. (Petition, Figure 4.1.)

Staff notes that the number of administrative positions for a school that has a projected enrollment in 2015-2016 of 269 may be excessive and unnecessary. The duties and responsibilities of the Executive Director and the Head of School already have tremendous overlap and redundancy. Overall, leadership and governance is a significant concern for this Charter School because there is a clear lack of accountability for the Charter School’s staff and performance if there is no leadership.

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District staff recommends, and does not require, the following to ensure compliance moving forward:

- a. Within 30 days, the Charter School retains an interim full-time Executive Director;
- b. Within 90 days, the Charter School retains a full-time Executive Director;
- c. Within 90 days, the Charter School's Board of Directors reconsider and budget for its administrative positions;
- d. Within 30 days, the Charter School's governing Board has at least the minimum amount of Board of Directors pursuant to its By-Laws;
- e. Within 30 days, the Charter School provides the District with an accurate list of the Charter School's Board of Directors;
- f. At least 72 hours prior to any meeting of the governing Board, the Charter School shall provide the District with the Charter School's governing Board's agendas;
- g. Within 60 days, the Charter School provides the District with a schedule and description of the Charter School's Board governance training for current, and new, Board of Directors; and
- h. Within 60 days of appointing the number of Board of Directors pursuant to its By-Laws, the Charter School shall schedule, properly agendize, and complete two (2) separate meetings with a quorum of its governing Board.

ELEMENT G: Racial and Ethnic Balance

Round 1: Staff's Recommendation(s):

- Review and update the Charter School's recruitment plan to include that CCA will provide all of its materials in languages other than English, if needed.
- Strike out language in the section that contradicts language in the Facilities Use Agreement, District Board Policy, and Administrative Regulations related to the Civic Center Act.

Round 1: CCA's Revision(s):

The Charter School revised the Renewal Petition to include the following language: "We translate all recruitment materials into Spanish and provide Spanish translation during presentations." (Renewal Petition, p. 54) The Petitioners did strike out the language contradicting the Facilities Use Agreement, District Board Policy, and Administrative Regulations regarding the Civic Center Act.

Staff recommended that the Charter School include a statement that translation in other languages is also an option, if needed. The petitioners included the following language: "The ability to translate materials into another language is also an option, if needed."

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Staff determined that the revisions in the Racial and Ethnic Balance section in the revised Renewal Petition are reasonably comprehensive.

ELEMENT J: Pupil Suspension and Expulsion

Round 1: Staff's Recommendation(s):

- Revise Suspension and Expulsion Policy in Renewal Petition and the Policy and Parent Handbook to clarify the standards upon which the school determines that a student will be expelled as opposed to being suspended.
- Correct the cited subdivisions for Ed. Code, § 48900.

Round 1: CCA's Revision(s):

The Revised Petition now defines the term "serious offense" as, "one in which 'a student presents an ongoing threat to health and safety.'" Although this definition is broad, staff believes that it is legally adequate to distinguish whether a student will be suspended or expelled for a particular offense. The Petitioners chose to strike out the listing of the subdivisions under Ed. Code, § 48900.

Staff finds the revisions to be reasonably comprehensive.

Overall:

District staff reviewed all sixteen elements in the revised petition, including Financial Statements and Future Plans. Many concerns regarding CCA's governance structure have been addressed and some solutions have been implemented, but more time for revisions in the charter petition and demonstration of successful implementation of the petition are still needed. Capitol Collegiate Academy has agreed to work with the District to address all concerns.

III. BUDGET

State income and various other income sources to the District are reduced when students living in District boundaries enroll at a charter school. Under Education Code section 47604(c), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. The District will continue to have monitoring and oversight responsibility for the charter school's finances, as specified in the Charter Schools Act.

Any modifications to the charter school's petition or operations with significant financial implications would require District approval prior to implementation.

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IV. GOALS, OBJECTIVES, AND MEASURES

Not Applicable.

V. MAJOR INITIATIVES

Not Applicable.

VI. RESULTS

Staff recommends approval of the extension of the charter term for CCA for one (1) year, beginning July 1, 2015 and ending June 30, 2016.

VII. LESSONS LEARNED / NEXT STEPS

Next Steps:

As a charter authorizer, the District will provide oversight by conducting annual visits and programmatic audits to review the charter school's records of past performance and future plans regarding academics, finances, and operations.

If the extension of the initial charter term for CCA is approved, the Charter School commits to demonstrating that the program set forth in the charter petition can be successfully implemented, making progress in student achievement, and preparing for renewal during the 2015-16 school year.

The revised charter renewal petition is available online at:

The charter renewal petition is available online at: <http://www.scusd.edu/document/capitol-collegiate-charter-school-renewal-petition>

**Extension of Initial Charter Term
For Capitol Collegiate Academy**

This Agreement (“Agreement”), dated March 5, 2015, is by and between the Sacramento City Unified School District (“District”), and Capitol Collegiate, Inc., (“Non-Profit”), which operates Capitol Collegiate Academy (“Charter School”) (collectively the “Parties” and individually a “Party”).

WHEREAS, on May 6, 2010, the District’s Board of Education (“Board”), approved the initial charter petition establishing the Charter School (“Petition”) for a period of four (4) years, to expire June 30, 2015, pursuant to Education Code section 47605;

WHEREAS, Education Code section 47607, subdivision (a) states in part that “a charter may be granted pursuant to Sections 47605, 47605.5, and 47606 for a period not to exceed five years”;

WHEREAS, the Charter School submitted the Charter Renewal Petition for Capitol Collegiate Academy (“Renewal Petition”) to the District on or about January 5, 2015; and

WHEREAS, the Board would like to extend the Charter School’s initial term by one year, thus increasing the initial term from four, to five years, so as to provide the Charter School with additional time to demonstrate an effective operation and program, and for the District to evaluate the Charter School’s operation and program.

Now, THEREFORE, in consideration of the information set forth above, the Parties agree as follows:

1. In execution of this Agreement, the Charter School agrees to unconditionally withdraw the Renewal Petition.
2. In execution of this Agreement, the District agrees to extend the Charter School’s initial charter term from four years, to five years, with a revised expiration date of June 30, 2016.
3. The signatories to this Agreement represent and warrant that each has the full right, power, legal capacity, and the proper authority to execute this Agreement on behalf of the respective Party, and that no other approval or consent or any other persons is necessary to make this Agreement enforceable.
4. The Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to all Parties. A facsimile signature shall have the same force and effect as an original.

///

5. The Parties state and agree that this Agreement is subject to review and approval by the District’s Board of Education, and that the District shall have no obligation hereunder

unless and until such approval is obtained. In the event the District's Board of Education shall decline to approve this Agreement, the Parties shall be returned to the *status quo* existing on the date this Agreement was signed.

Jose L. Banda
Superintendent
Sacramento City Unified School District

Date

Penny Schwinn
Executive Director
Capitol Collegiate, Inc.

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: March 5, 2015

Subject: Floyd Family Farms Project

- 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: N/A

Background/Rationale: The Floyd Family Farms Project is a 2.5 acre farm slated for Leataata Floyd Elementary School that promises an agricultural learning opportunity for students and community members alike by 2016. The project is part of a 2012 memorandum of understanding between the city of Sacramento, Sacramento City Unified School District, and developer Northwest Land Park LLC. The developer will provide funding for an educational farm on a vacant parcel owned by the District. Once completed, the farm will be in close proximity to both Leataata Floyd Elementary School and Arthur A. Benjamin Health Professions High School. It will be open to students from both schools and will include a half-acre community garden area for use by local residents. Students will grow a combination of vegetables and fruit trees in an effort to increase their understanding of nutrition and agriculture.

Financial Considerations: N/A

LCAP Goal(s): Family and Community Engagement

Documents Attached:

N/A

Estimated Time of Presentation: 5 minutes

Submitted by: Jay Hansen, Board President

Approved by: José L. Banda, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

Meeting Date: March 5, 2015

Subject: Approve Resolution #2823: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service

- 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 Resolution #2823: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service

Background/Rationale: Individuals may be laid off when the Governing Board has reduced particular kinds of services. Resolution #2823 includes reference to Exhibit A which will address positions to be reduced due to reduction of a particular kind of service; and Exhibit B, details the requirements to be deemed “competent” to serve in specified positions as authorized under Education Code section 44955.

Under state law, school districts must provide notice on or before March 15th to employees who are designated for layoff for the 2015-16 school year. These individuals have the right to request a hearing to challenge the cause for layoff. The final decision for layoffs must occur before the 15th of May.

With adoption of Resolution #2823, the Assistant Superintendent of Human Resources/Employee Compensation and staff will be directed to send notices to affected certificated employees that their services will not be required for the 2015-16 school year, and that said notices should be sent to the appropriate certificated employees in order to effectuate a reduction of the certificated staff in an amount equal to the number of full-time equivalent positions, consistent with the resolution, its attachments and Education Code sections 44949 and 44955.

Financial Considerations: Budget reductions needed to assist in addressing the District's declining enrollment, reduced funding from the State, and District program needs.

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

Documents Attached:

1. Board of Education Executive Summary
2. Resolution #2823
3. Exhibit A and B will be available at the Board meeting.

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resource Officer
Human Resource Services

Approved by: José L. Banda, Superintendent



Board of Education Executive Summary

Human Resource Services – Certificated Layoff

March 5, 2015

I. Overview/History:

Due to declining enrollment, reduced State funding and District program needs, the District must prepare to reduce and/or eliminate particular kinds of services provided by certificated employees for the 2015-16 school year.

Individuals may be laid off when the governing board of a school district reduces particular kinds of services. Under state law, school districts must provide notice on or before March 15th to employees who are designated for layoff for the 2015-16 school year. These individuals have the right to request a hearing to challenge the cause for layoff and the final decision for layoffs must occur before the 15th of May.

II. Driving Governance:

- Education Code 44949 – “No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee.”
- Education Code 44955 - “No permanent employee shall be deprived of his or her position for causes other than those specified in Sections 44907 and 44923, and Sections 44932 to 44947, inclusive, and no probationary employee shall be deprived of his or her position for cause other than specified in Sections 44948 to 44949, inclusive.”
- Board Policy – Administrative Regulation 4117.3 – Personnel Reduction – When the district needs to reduce the number of certificated staff, the district shall adhere to the notice, hearing and layoff procedures in Education Code 44949 and 44955.

III. Budget Impact

Position reductions needed to assist in addressing the District’s reduced funding for certain programs, District program needs and respond to declining enrollment.

IV. Goals, Objectives and Measures:

The Education Code provides the specific reasons and methods to lay off certificated employees under Education Code 44949 and 44955. Reduction of particular kinds of services (PKS) and/or decline in average daily attendance (ADA) are the two methods generally used as a basis for a certificated layoff. A PKS layoff is when the Board of Education decides to eliminate or reduce programs, services or classes (i.e., counseling, nursing, foreign language). The District has determined and identified the particular kinds of services (PKS) to be reduced or eliminated and the number of full time equivalent (FTE) or portion of one FTE to be reduced. That information is contained in Resolution #2823 Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service attached to this summary.

Board of Education Executive Summary

Human Resource Services – Certificated Layoff

March 5, 2015

V. Major Initiatives:

The attached resolution includes Exhibit A and B. Exhibit A is the recommended reduction in 2015-16 program services and specifically lists the services to be reduced and the number of full time equivalent (FTE) positions. Exhibit B details the requirements to be deemed “competent” to serve in specified positions as authorized under Education Code section 44955.

With the adoption of Resolution #2823 the Assistant Superintendent of Human Resources/Employee Compensation and staff will be directed to send notices to affected certificated employees that their services will not be required for the 2015-16 school year. Notices will be sent to the appropriate certificated employees in order to effectuate a reduction of the certificated staff consistent with the resolution, its attachments and Education Code sections 44949 and 44955.

VI. Results:

The layoff notice must be sent by March 15th to each employee who may be laid off. The packet each person receives will include:

- a) Notice of recommendation that services will not be required.
- b) Copy of signed Board resolution.
- c) Request for hearing, with notification that request must be filed seven days after service of the notice.
- d) Proof of service.

The notice packet must be sent by registered or certified mail.

VII. Next Steps:

Approve Resolution #2823 - Resolution of Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Services and direct staff to issue the appropriate layoff notices to individual employees no later than March 15th.

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

RESOLUTION NO. 2823

**INTENTION TO TERMINATE CERTIFICATED
EMPLOYEES DUE TO A REDUCTION OF
PARTICULAR KINDS OF SERVICES**

WHEREAS, the Board of Education of the Sacramento City Unified School District has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit "A" at the close of the current school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2014-2015 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

WHEREAS, Education Code section 44955, subdivision (b), states that an employee who is "competent" to render a service must be retained in favor of an employee with less seniority, but does not define "competent";

NOW, THEREFORE, BE IT RESOLVED that the Superintendent or designee is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

BE IT FURTHER RESOLVED that for the purposes of Education Code section 44955, subdivision (b), "competent" shall be defined as described in Exhibit "B".

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 5th day of March, 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

RESOLUTION NO. 2823
EXHIBIT A

Recommended Reduction in 2015-2016 Programs Services for the Sacramento City Unified School District.

The Superintendent recommends that the Board of Education adopt a resolution to reduce the programs and services for 2015-2016 as follows:

Services

TO BE DETERMINED

Number of Full-Time
Equivalent Positions

TO BE DETERMINED

RESOLUTION NO. 2823
EXHIBIT B

For the purposes of Education Code section 44955, subdivision (b), “competent” shall be defined according to the following:

- A. Highly Qualified status, as required by the No Child Left Behind Act
- B. Possession of a BCLAD, CLAD or other equivalent English Language Learner Authorization to the extent required by the position



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.4

Meeting Date: March 5, 2015

Subject: Approve Resolution #2824: Determination for Tie Breaking Criteria

- 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 Resolution #2824: Determination for Tie Breaking Criteria

Background/Rationale: With the approval of Resolution #2823: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service, the Board of Education is required to determine the District needs should it become necessary to determine the order of termination for employees who first rendered paid service to the District on the same date.

For the 2015-16 school year only, to meet the requirements of Education Code section 44955, the Board of Education determines the needs of the District and the students by establishing the tie-breaking criteria reflected in the attached resolution.

Financial Considerations: Budget reductions needed to assist in addressing the District's declining enrollment, reduced funding from the State, and District program needs.

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

Documents Attached:

1. Resolution #2824

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resource Officer
Human Resource Services

Approved by: José L. Banda, Superintendent

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

RESOLUTION NO. 2824

RESOLUTION OF DETERMINATION FOR TIE-BREAKING CRITERIA

Pursuant to provisions of Education Code section 44955, the Board of Education is required to determine the District needs should it become necessary to determine the order of termination for employees who first rendered paid service to the District on the same day.

For the 2015-2016 school year only, to meet the requirements of section 44955, the Board of Education determines the needs of the District and the students by establishing the following tie-breaking criteria:

The following rating system shall be applied in determining the order of termination of certificated employees:

Category I – Professional Preparation

- (1) Each single subject, multiple subject or service credential3 points per credential
- (2) Each supplemental or subject matter authorization1 point per authorization
- (3) Each limited assignment permit ½ point per permit
- (4) Doctorate degree held1 point per degree held
- (5) Masters degree held1 point per degree held
- (6) National Board certification1 point for certification

If there is still a tie after applying the above criteria, then Category II will be utilized.

Category II – Lottery

In the event that employees with common dates of hire have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 5th day of March, 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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.5

Meeting Date: March 5, 2015

Subject: Approve Resolution #2825: To Determine Criteria for Deviation from Terminating a Certificated Employee in Order of Seniority (“Skipping Criteria”)

- 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 Resolution #2825: To Determine Criteria for Deviation from Terminating a Certificated Employee in Order of Seniority (“Skipping Criteria”)

Background/Rationale: With the approval of Resolution #2823: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service, criteria to determine the order of termination of certificated employees must be determined. The order of termination is based upon the needs of the District and the students. The District has determined a specific need for personnel to teach the courses or courses of study listed in Resolution #2825 and will skip employees serving in those positions consistent with Resolution #2825 and Education Code section 44955.

For the 2015-16 school year only, to meet the requirements of Education Code section 44955 subdivision (d), the Board of Education determines the needs of the District and the students by establishing the skipping criteria attached as Exhibit A.

Financial Considerations: Budget reductions needed to assist in addressing the District’s declining enrollment, reduced funding from the State, and District program needs.

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

Documents Attached:

1. Resolution #2825
2. Exhibit A will be available at the Board meeting.

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resource Officer
Human Resource Services

Approved by: José L. Banda, Superintendent

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

RESOLUTION NO. 2825

**RESOLUTION TO DETERMINE CRITERIA FOR DEVIATION FROM
TERMINATING A CERTIFICATED EMPLOYEE IN ORDER OF SENIORITY
("SKIPPING" CRITERIA)**

Pursuant to the provisions of Education Code section 44955, subdivision (d), the District may deviate from terminating a certificated employee in order of seniority ("skipping") if the District demonstrates: (1) a specific need for personnel to teach a specific course or course of study, (2) the certificated employee has special training and experience necessary to teach that course or course of study, which others with more seniority do not possess, and (3) for purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

For the 2015-2016 school year only, to meet the requirements of Education Code section 44955, the Board of Education determines the needs of the District and the students by establishing the skipping criteria attached as Exhibit A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 5th day of March, 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

RESOLUTION NO. 2825
EXHIBIT A
(“Skipping”)

For the 2015-2016 school year, to meet the requirements of Education Code section 44955, the Board of Education determines the needs of the District and the students by establishing the following skipping criteria:

- A. Individuals fully-credentialed to serve in classes requiring Bilingual Cross-Cultural Language and Development (“BCLAD”) certification, to the extent necessary to staff BCLAD required positions.

- B. Individuals fully-credentialed to serve in a Special Education assignment. For purposes of this criteria, a “Special Education assignment” does not include an Adapted Physical Education assignment.

For purposes of the above-referenced criteria, “fully-credentialed” is defined to mean an employee who possesses a preliminary, clear or internship credential.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: March 5, 2015

Subject: Business and Financial Information

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

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale: Enrollment and Attendance Report for Month 5 Ending January 23, 2015.

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Increase percent of students who are on track to graduate college and career ready.

Documents Attached:

1. Enrollment and Attendance Report for Month 5 Ending January 23, 2015

Estimated Time: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

Approved by: José L. Banda, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2014-2015 Actual Attendance	Cum Attd Days/87 2014-2015	PERCENTAGE 2014-2015
Abraham Lincoln	56	199	185	0	440	95.06%	427.61	95.26%	
Alice Birney Waldorf-Inspired K-8	98	183	179	0	460	95.47%	440.98	96.28%	
Bret Harte Elementary	31	132	147	19	329	93.85%	306.56	94.21%	
Caleb Greenwood	90	177	162	16	445	95.88%	430.55	96.37%	
Camellia Basic Elementary	63	187	196	7	453	97.03%	447.79	98.08%	
Capital City School	0	15	27	0	42	100.00%	31.91	99.97%	
Caroline Wenzel Elementary	31	122	123	49	325	94.27%	307.38	95.09%	
Cesar Chavez ES	0	0	332	15	347	95.14%	333.46	95.92%	
Crocker/Riverside Elementary	94	291	273	0	658	95.37%	631.77	96.98%	
David Lubin Elementary	60	273	229	30	592	94.11%	531.01	95.41%	
Earl Warren Elementary	49	220	244	12	525	94.62%	508.38	96.80%	
Edward Kemble Elementary	157	402	0	16	575	92.04%	537.60	94.65%	
Elder Creek Elementary	103	357	309	0	769	95.13%	732.44	95.96%	
Ethel I Baker Elementary	95	327	321	0	743	93.04%	705.77	95.30%	
Ethel Phillips Elementary	78	228	203	28	537	93.12%	508.66	95.07%	
Father Keith B Kenny K-8 School	60	184	140	0	384	92.48%	372.92	94.76%	
Genevieve Didion Elementary	64	201	240	15	520	95.60%	507.31	97.41%	
Golden Empire Elementary	71	271	238	16	596	96.13%	588.69	96.92%	
H W Harkness Elementary	69	158	149	15	391	93.89%	368.16	94.87%	
Hollywood Park Elementary	47	120	142	26	335	93.99%	325.49	95.35%	
Home/Hospital	6	21	41	14	82	100.00%	20.01	100.00%	
Hubert H. Bancroft Elementary	84	185	238	29	536	94.54%	506.07	95.45%	
Isador Cohen Elementary	30	99	121	12	262	92.64%	248.14	94.44%	
James W Marshall Elementary	43	176	156	24	399	95.28%	382.89	95.96%	
John Bidwell Elementary	45	141	162	14	362	94.50%	350.14	96.24%	
John Cabrillo Elementary	40	139	126	55	360	92.86%	334.97	93.94%	
John D Sloat Elementary	26	110	105	26	267	91.76%	248.18	94.00%	
John H. Still K-8	92	286	270	0	648	94.71%	622.43	94.91%	
John Morse Therapeutic Center	0	1	0	47	48	92.37%	41.10	93.59%	
Leataata Floyd Elementary	59	145	113	19	336	92.30%	313.86	93.88%	
Leonardo da Vinci K - 8 School	116	275	286	35	712	96.80%	693.41	97.13%	
Mark Twain Elementary	39	156	162	14	371	94.60%	354.51	95.55%	
Martin Luther King Jr Elementary	32	153	159	37	381	94.37%	366.46	95.67%	
Matsuyama Elementary	92	275	286	13	666	95.44%	643.98	96.74%	
Nicholas Elementary	88	280	251	26	645	93.65%	609.10	95.43%	
O W Erlewine Elementary	36	135	157	22	350	96.37%	342.07	96.84%	
Oak Ridge Elementary	62	247	237	5	551	93.96%	515.22	95.08%	
Pacific Elementary	141	317	286	1	745	94.51%	706.82	95.49%	
Parkway Elementary School	89	234	238	25	586	94.52%	558.15	94.96%	
Peter Burnett Elementary	73	255	276	22	626	94.18%	595.24	95.69%	
Phoebe A Hearst Elementary	91	272	286	0	649	96.03%	631.21	97.30%	
Pony Express Elementary	52	165	231	14	462	95.34%	447.69	96.61%	
Rosa Parks K-8 School	49	154	144	15	362	93.37%	348.83	94.40%	
Sequoia Elementary	59	217	189	13	478	95.10%	448.67	96.14%	
Success Academy	0	0	7	0	7	88.89%	5.85	84.55%	
Susan B Anthony Elementary	41	126	100	0	267	94.83%	249.21	96.11%	
Sutterville Elementary	89	274	289	6	658	94.69%	608.09	96.25%	
Tahoe Elementary	43	147	122	30	342	94.54%	319.98	95.27%	
Theodore Judah Elementary	109	276	219	19	623	93.92%	579.28	95.30%	
William Land Elementary	69	222	150	0	441	96.01%	424.60	96.52%	
Woodbine Elementary	43	131	138	19	331	93.53%	312.78	94.88%	
TOTAL ELEMENTARY SCHOOLS	3,205	9,815	9,510	831	23,361	94.57%	22,199.16	95.79%	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENT AGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2014- 2015 Actual	Cum Attd Days/87	PERCENTAGE 2014-2015
A M Winn Waldorf-Inspired K-8	12	28	40	0	40	95.54%	38.69	96.67%
Albert Einstein MS	352	332	684	21	705	95.36%	684.01	96.25%
Alice Birney Waldorf-Inspired K-8	56	56	112	0	112	92.15%	107.74	94.79%
California MS	403	328	731	17	748	96.13%	724.30	95.88%
Capital City School	11	19	30	0	30	93.55%	23.85	97.05%
School of Engineering and Science	134	114	248	0	248	95.12%	245.02	97.71%
Father Keith B Kenny K-8 School	33	11	44	0	44	93.83%	42.89	95.64%
Fern Bacon MS	338	341	679	22	701	96.83%	667.31	96.48%
Genevieve Didion Elementary	62	60	122	0	122	96.19%	118.14	97.64%
Home/Hospital	11	17	28	3	31	100.00%	6.91	100.00%
John H. Still K-8	126	129	255	24	279	93.44%	273.31	95.31%
John Morse Therapeutic Center	0	0	0	14	14	90.33%	11.59	90.51%
Kit Carson MS	116	127	243	34	277	92.01%	266.66	94.23%
Leonardo da Vinci K - 8 School	56	50	106	14	120	95.24%	114.22	96.09%
Martin Luther King Jr Elementary	49	46	95	0	95	96.76%	89.63	96.26%
Rosa Parks K-8 School	216	212	428	30	458	93.16%	437.21	95.39%
Sam Brannan MS	229	336	565	49	614	96.70%	596.57	96.53%
Success Academy	3	6	9	0	9	78.81%	3.29	80.53%
Sutter MS	586	532	1118	40	1158	96.65%	1125.97	96.85%
Will C Wood MS	313	329	642	27	669	96.45%	641.52	96.24%
TOTAL MIDDLE SCHOOLS	3,106	3,073	6,179	295	6,474	95.79%	6,218.83	96.22%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENT AGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2014- 2015 Actual	Cum Attd Days/87 2014-2015
									American Legion HS		
Arthur A. Benjamin Health Prof.	0	53	60	54	48	215	20	235	92.02%	216.39	94.44%
C K McClatchy HS	0	573	550	495	488	2106	60	2166	96.11%	2072.33	96.16%
Capital City School	0	46	95	115	254	510	2	512	86.37%	421.41	89.77%
Hiram W Johnson HS	0	352	338	310	278	1278	120	1398	94.49%	1281.25	94.35%
Home/Hospital	0	15	18	16	12	61	16	77	100.00%	26.68	100.00%
John F Kennedy HS	0	516	543	506	435	2000	113	2113	96.51%	1988.13	96.60%
Kit Carson	0	59	0	0	0	59	0	59	93.33%	55.56	93.62%
Luther Burbank HS	0	446	405	335	396	1582	124	1706	92.67%	1596.06	92.80%
Rosemont HS	0	357	299	307	276	1239	79	1318	95.63%	1339.33	95.19%
School of Engineering and Science	0	98	67	54	23	242	0	242	96.52%	236.10	96.91%
The Academy	0	2	15	0	0	17	0	17	79.76%	13.77	75.68%
West Campus HS	0	232	210	202	200	844	0	844	97.44%	829.36	97.87%
TOTAL HIGH SCHOOLS	286	2,749	2,600	2,394	2,410	10,153	534	10,973	94.30%	10,306.09	94.30%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2014-2015 Actual Attendance	Cum Attd Days/87 2014-2015	PERCENTAGE 2014-2015
ELEMENTARY	23,361	94.57%	22,199.16	95.79%
MIDDLE	6,474	95.79%	6,218.83	96.22%
HIGH SCHOOL	10,973	94.30%	10,306.09	94.30%
TOTAL ALL DISTRICT SEGMENTS	40,808	94.74%	38,724.08	95.46%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 5, CHARTER SCHOOLS

2014-2015 DEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades k-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2014-2015 Actual Attendance	2014-2015	PERCENTAGE 2014-2015
Bowling Green McCoy	79	211	201	0	0	10	501	93.55%	406.57	95.06%
Bowling Green-Chacon	56	163	156	0	0	0	375	94.38%	352.40	96.25%
George W. Carver SAS	0	0	0	0	287	13	300	95.00%	290.48	96.29%
New Tech High	0	0	0	0	256	9	265	95.73%	265.96	96.60%
New Joseph Bonnheim	40	124	85	0	0	0	249	93.05%	242.14	95.14%
The Met HS	0	0	0	0	289	0	289	97.59%	296.72	97.69%
TOTAL DEPENDENT CHARTER SCHOOLS	175	498	442	-	832	32	1,979	94.76%	2,292.94	96.10%

2014-2015 INDEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades k-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2014-2015 Actual Attendance	2014-2015	PERCENTAGE 2014-2015
CA Montessori Project Capitol Campus	44	133	113	41			331	94.91%	317.86	96.57%
Capitol Collegiate Academy	69	148					217	93.42%	208.97	94.28%
Capitol Heights Academy	48	142	117				307	95.83%	292.24	96.60%
Language Academy	83	200	153	79			515	94.95%	499.84	97.05%
Oak Park Prep				129			129	93.99%	128.31	96.48%
PS 7 Elementary	47	161	211	184			603	92.88%	567.97	94.05%
Sacramento Charter HS					961		961	94.31%	940.54	96.22%
Sol Aureus College Preparatory	50	124	74	49			297	93.59%	287.65	96.44%
Yav Pem Suab Academy	60	180	169				409	93.50%	399.70	96.68%
TOTAL INDEPENDENT CHARTER SCHOOLS	401	1,088	837	482	961	-	3,769	94.15%	3,643.08	96.04%

TOTAL CHARTER SCHOOLS	576	1,586	1,279	482	1,793	32	5,748	94.46%	5,936.02	96.07%
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ADULT EDUCATION

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2014-15 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	654	0	16,054.00	16,054.00	0	241.69	241.69
Charles A. Jones Career & Education Center	713	0	30,678.00	30,678.00	0	535.86	535.86
TOTAL ADULT EDUCATION	1367	0	46,732.00	46,732.00		777.55	777.55

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Waldorf-Inspired K-8	51	49	51	54	44	37	45	331
Abraham Lincoln	56	61	66	72	64	57	64	440
Alice Birney Waldorf-Inspired K-8	98	62	61	60	59	62	58	460
Bret Harte Elementary	31	30	42	60	51	44	52	310
Caleb Greenwood	90	61	59	57	49	59	54	429
Camellia Basic Elementary	63	61	61	65	74	61	61	446
Capital City	0	5	2	8	7	12	8	42
Caroline Wenzel Elementary	31	31	35	56	42	41	40	276
Cesar Chavez ES	0	0	0	0	105	118	109	332
Crocker/Riverside Elementary	94	93	93	105	98	95	80	658
David Lubin Elementary	60	106	95	72	81	83	65	562
Earl Warren Elementary	49	75	66	79	90	84	70	513
Edward Kemble Elementary	157	135	135	132	0	0	0	559
Elder Creek Elementary	103	114	115	128	101	115	93	769
Ethel I Baker Elementary	95	100	112	115	107	115	99	743
Ethel Phillips Elementary	78	86	78	64	68	71	64	509
Father Keith B Kenny K-8 School	60	61	53	70	45	56	39	384
Genevieve Didion Elementary	64	63	61	77	77	79	84	505
Golden Empire Elementary	71	83	85	103	87	79	72	580
H W Harkness Elementary	69	59	46	53	55	34	60	376
Hollywood Park Elementary	47	44	45	31	50	45	47	309
Home/Hospital	6	7	7	7	12	14	15	68
Hubert H. Bancroft Elementary	84	62	61	62	95	65	78	507
Isador Cohen Elementary	30	30	37	32	47	32	42	250
James W Marshall Elementary	43	60	54	62	55	39	62	375
John Bidwell Elementary	45	40	53	48	59	52	51	348
John Cabrillo Elementary	40	50	47	42	44	40	42	305
John D Sloat Elementary	26	40	31	39	40	34	31	241
John H. Still K-8	92	78	108	100	85	99	86	648
John Morse Therapeutic Center	0	1	0	0	0	0	0	1
Leataata Floyd Elementary	59	53	48	44	44	40	29	317
Leonardo da Vinci K - 8 School	116	90	92	93	90	99	97	677
Mark Twain Elementary	39	45	51	60	50	52	60	357
Martin Luther King Jr Elementary	32	44	46	63	51	53	55	344
Matsuyama Elementary	92	90	92	93	96	99	91	653
Nicholas Elementary	88	89	91	100	84	87	80	619
O W Erlewine Elementary	36	48	41	46	49	53	55	328
Oak Ridge Elementary	62	83	80	84	74	76	87	546
Pacific Elementary	141	113	113	91	94	96	96	744
Parkway Elementary School	89	66	92	76	89	71	78	561
Peter Burnett Elementary	73	76	79	100	103	89	84	604
Phoebe A Hearst Elementary	91	93	86	93	93	95	98	649
Pony Express Elementary	52	41	55	69	72	62	97	448
Rosa Parks K-8 School	49	52	47	55	45	55	44	347
Sequoia Elementary	59	62	76	79	66	65	58	465
Success Acad.	0	0	0	0	1	1	5	7
Susan B Anthony Elementary	41	35	44	47	36	28	36	267
Sutterville Elementary	89	64	105	105	93	99	97	652
Tahoe Elementary	43	47	55	45	37	44	41	312
Theodore Judah Elementary	109	90	93	93	76	70	73	604
William Land Elementary	69	75	76	71	53	59	38	441
Woodbine Elementary	43	38	41	52	46	48	44	312
TOTAL	3,205	3,141	3,262	3,412	3,233	3,163	3,114	22,530

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Waldorf-Inspired K-8	342	1,085	28,343	29,428	96.31%
Abraham Lincoln	440	1,852	37,202	39,054	95.26%
Alice Birney Waldorf-Inspired K-8	460	1,482	38,365	39,847	96.28%
Bret Harte Elementary	329	1,640	26,671	28,311	94.21%
Caleb Greenwood	445	1,410	37,458	38,868	96.37%
Camellia Basic Elementary	453	762	38,958	39,720	98.08%
Capital City School	42	1	2,936	2,937	99.97%
Caroline Wenzel Elementary	325	1,380	26,742	28,122	95.09%
Cesar Chavez ES	347	1,234	29,011	30,245	95.92%
Crocker/Riverside Elementary	658	1,709	54,964	56,673	96.98%
David Lubin Elementary	592	2,220	46,198	48,418	95.41%
Earl Warren Elementary	525	1,461	44,229	45,690	96.80%
Edward Kemble Elementary	575	2,643	46,771	49,414	94.65%
Elder Creek Elementary	769	2,683	63,722	66,405	95.96%
Ethel I Baker Elementary	743	3,026	61,402	64,428	95.30%
Ethel Phillips Elementary	537	2,295	44,253	46,548	95.07%
Father Keith B Kenny K-8 School	384	1,793	32,444	34,237	94.76%
Genevieve Didion Elementary	520	1,173	44,136	45,309	97.41%
Golden Empire Elementary	596	1,630	51,216	52,846	96.92%
H W Harkness Elementary	391	1,731	32,030	33,761	94.87%
Hollywood Park Elementary	335	1,381	28,318	29,699	95.35%
Home/Hospital	82	0	1,741	1,741	100.00%
Hubert H. Bancroft Elementary	536	2,097	44,028	46,125	95.45%
Isador Cohen Elementary	262	1,272	21,588	22,860	94.44%
James W Marshall Elementary	399	1,401	33,311	34,712	95.96%
John Bidwell Elementary	362	1,190	30,462	31,652	96.24%
John Cabrillo Elementary	360	1,881	29,142	31,023	93.94%
John D Sloat Elementary	267	1,378	21,592	22,970	94.00%
John H. Still K-8	648	2,904	54,151	57,055	94.91%
John Morse Therapeutic Center	48	245	3,576	3,821	93.59%
Leataata Floyd Elementary	336	1,781	27,306	29,087	93.88%
Leonardo da Vinci K - 8 School	712	1,783	60,327	62,110	97.13%
Mark Twain Elementary	371	1,435	30,842	32,277	95.55%
Martin Luther King Jr Elementary	381	1,443	31,882	33,325	95.67%
Matsuyama Elementary	666	1,890	56,026	57,916	96.74%
Nicholas Elementary	645	2,538	52,992	55,530	95.43%
O W Erlewine Elementary	350	971	29,760	30,731	96.84%
Oak Ridge Elementary	551	2,319	44,824	47,143	95.08%
Pacific Elementary	745	2,905	61,493	64,398	95.49%
Parkway Elementary School	586	2,578	48,559	51,137	94.96%
Peter Burnett Elementary	626	2,335	51,786	54,121	95.69%
Phoebe A Hearst Elementary	649	1,525	54,915	56,440	97.30%
Pony Express Elementary	462	1,368	38,949	40,317	96.61%
Rosa Parks K-8 School	362	1,802	30,348	32,150	94.40%
Sequoia Elementary	478	1,568	39,034	40,602	96.14%
Success Acad.	7	93	509	602	84.55%
Susan B Anthony Elementary	267	878	21,681	22,559	96.11%
Sutterville Elementary	658	2,062	52,904	54,966	96.25%
Tahoe Elementary	342	1,381	27,838	29,219	95.27%
Theodore Judah Elementary	623	2,488	50,397	52,885	95.30%
William Land Elementary	441	1,331	36,940	38,271	96.52%
Woodbine Elementary	331	1,467	27,212	28,679	94.88%
TOTAL	23,361	84,900	1,931,484	2,016,384	95.79%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Waldorf-Inspired K-8	40	116	3,366	3,482	96.67%
Albert Einstein MS	705	2,348	60,193	62,541	96.25%
Alice Birney Waldorf-Inspired K-8	112	515	9,373	9,888	94.79%
California MS	748	2,893	67,360	70,253	95.88%
Capital City School	30	63	2,075	2,138	97.05%
School of Engineering and Science	248	535	22,787	23,322	97.71%
Father Keith B Kenny K-8 School	44	170	3,731	3,901	95.64%
Fern Bacon MS	701	2,262	62,060	64,322	96.48%
Genevieve Didion Elementary	122	266	10,987	11,253	97.64%
Home/Hospital	31	0	601	601	100.00%
John H. Still K-8	279	1,169	23,778	24,947	95.31%
John Morse Therapeutic Center	14	113	1,078	1,191	90.51%
Kit Carson MS	277	1,438	23,466	24,904	94.23%
Leonardo da Vinci K - 8 School	120	404	9,937	10,341	96.09%
Martin Luther King Jr Elementary	95	303	7,798	8,101	96.26%
Rosa Parks K-8 School	458	1,837	38,037	39,874	95.39%
Sam Brannan MS	614	1,992	55,481	57,473	96.53%
Success Academy	9	96	306	380	80.53%
Sutter MS	1158	3,408	104,715	108,123	96.85%
Will C Wood MS	669	2,330	59,661	61,991	96.24%
TOTAL	6,474	22,258	566,790	589,026	96.22%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING Friday January 23, 2015
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	286	5,494	19,986	25,480	78.44%
Arthur A. Benjamin Health Prof.	235	1,109	18,826	19,935	94.44%
C K McClatchy HS	2166	7,898	180,293	188,191	95.80%
Capital City School	512	4,224	36,663	40,887	89.67%
Hiram W Johnson HS	1398	7,672	111,469	119,141	93.56%
Home/Hospital	77	0	2,321	2,321	100.00%
John F Kennedy HS	2113	7,021	172,967	179,988	96.10%
Kit Carson	59	333	4,889	5,222	93.62%
Luther Burbank HS	1706	11,440	138,857	150,297	92.39%
Rosemont HS	1318	6,396	116,522	122,918	94.80%
School of Engineering and Science	242	662	20,777	21,439	96.91%
The Academy	17	385	1,198	1,583	75.68%
West Campus HS	844	1,570	72,154	73,724	97.87%
TOTAL	10,973	54,204	896,922	951,126	94.30%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	40,808	161,362	3,395,196	3,556,536	95.46%