



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

- Chinua Rhodes, President (Trustee Area 5)*
- Lavinia Grace Phillips, Vice President (Trustee Area 7)*
- Jasjit Singh, Second Vice President (Trustee Area 2)*
- Tara Jeane (Trustee Area 1)*
- Christina Pritchett (Trustee Area 3)*
- Jamee Villa (Trustee Area 4)*
- Taylor Kayatta (Trustee Area 6)*
- Liliana Miller Segura, Student Member*

Thursday, November 2, 2023

5:00 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

*Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824*

AGENDA

2023/24-11

Allotted Time

5:00 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:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023080037, OAH Case No. 2023080243, and OAH Case No. 2023080128)*

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)

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

- 3.4 Government Code 54957- Public Employee Appointment**
 - a) Approve – Executive Director, LCAP*
 - b) Approve- John Morse, Principal*

- c) Approve – Health Professions, Principal
- d) Approve – Chief Legal Counsel

3.5 Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 23-24: Expulsion #1 and #2 2023-2024 (Stephan Brown and David Van Natten)

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

4.1 The Pledge of Allegiance

4.2 Broadcast Statement

4.3 Stellar Student introduced by Interim Superintendent Allen

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

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

6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**
 Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

7:00 p.m. **8.0 COMMUNICATIONS**

8.1 Employee Organization Reports: **Information**
 SCTA – 15 minutes
 SEIU – 3 minutes
 TCS – 3 minutes
 Teamsters – 3 minutes
 UPE – 3 minutes

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

7:27 p.m. 8.2 District Advisory Committees: **Information**
 3 minutes each

- Student Advisory Council
- Community Advisory Committee
- District English Learner Advisory Committee
- Local Control Accountability Plan/Parent Advisory Committee
- Black/African American Advisory Board

9.0 SPECIAL PRESENTATION

- | | | | |
|-----------|-----|---|---|
| 7:42 p.m. | 9.1 | <i>Approve Resolution No. 3360: National School Bus Safety Week (Ron Hill)</i> | Action
5 minute presentation
5 minute discussion |
| 7:52 p.m. | 9.2 | <i>Approve Resolution No. 3364 : Recognition of Veterans Day (Board Member Christina Pritchett)</i> | Action
5 minute presentation
5 minute discussion |
| 8:02 p.m. | 9.3 | <i>Approve Resolution No. 3365 : Native American Heritage Month (Manpreet Kaur and Christina Prairie Chicken)</i> | Action
5 minute presentation
5 minute discussion |
| 8:12 p.m. | 9.4 | <i>Culture/Climate and Culturally Responsive Professional Learning (Daniel Rolleri)</i> | Information
15 minute presentation
10 minute discussion |
| 8:37 p.m. | 9.5 | <i>California Interscholastic Federation (CIF) Multi-School Agreement Discontinuation (David Parsh)</i> | Information
5 minute presentation
5 minute discussion |
| 8:47 p.m. | 9.6 | <i>Board Member Appointees to the Community Schools Advisory Committee (CSAC) (Jacqueline Garner)</i> | Information/Action
5 minute presentation
5 minute discussion |

10.0 PUBLIC HEARING

- | | | | |
|-----------|------|---|--|
| 8:57 p.m. | 10.1 | <i>Hearing and Adoption of the District's Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)</i> | Public Hearing/Action
5 minute presentation
2 minute discussion |
| 9:04 p.m. | 10.2 | <i>Receive Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)</i> | Information
1 minute presentation |
| 9:05 p.m. | 10.3 | <i>Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)</i> | Public Hearing/Action
5 minute presentation
2 minute discussion |
| 9:12 p.m. | 10.4 | <i>Received Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)</i> | Information
1 minute presentation |
| 9:13 p.m. | 10.5 | <i>Hearing and Adoption of District's Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)</i> | Public Hearing/Action
5 minute presentation
2 minute discussion |
| 9:20 p.m. | 10.6 | <i>Receive Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)</i> | Information
1 minute presentation |

- | | | | |
|-----------|------|---|--|
| 9:21 p.m. | 10.7 | <i>Public Hearing and Approval of Resolution No. 3354: Compliance with the Pupil Textbook and Instructional Materials Incentive Program (Shannon Pella)</i> | Public Hearing
Conference/Action
10 minute presentation
5 minute discussion |
| 9:36 p.m. | 10.8 | <i>Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc. (Chris Ralston)</i> | Public Hearing
5 minute presentation
5 minute discussion |

11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

- | | | | |
|------------|------|---|--|
| 9:46 p.m. | 11.1 | <i>Facilities Plan Update (Nathaniel Browning)</i> | Information
10 minute presentation
10 minute discussion |
| 10:06 p.m. | 11.2 | <i>Approval of 2023 General Obligation Refunding Bonds in a Maximum Principal Amount of \$201.85 Million (Janea Marking and Dale Scott)</i> | Action
10 minute presentation
5 minute discussion |
| 10:21 p.m. | 11.3 | <i>Superintendent Search Firms (Board President Chinua Rhodes)</i> | Action
10 minute presentation
10 minute discussion |

12.0 COMMUNICATIONS

- | | | | |
|------------|------|--|----------------------------------|
| 10:41 p.m. | 12.1 | <i>Superintendent's Report (Lisa Allen)</i> | Information
5 minutes |
| 10:46 p.m. | 12.2 | <i>President's Report (Chinua Rhodes)</i> | Information
5 minutes |
| 10:51 p.m. | 12.3 | <i>Student Member Report (Liliana Miller Segura)</i> | Information
5 minutes |
| 10:56 p.m. | 12.4 | <i>Information Sharing by Board Members</i> | Information
10 minutes |

11:06 p.m.. 13.0 CONSENT AGENDA **Action**
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.

13.1 Items Subject or Not Subject to Closed Session:

13.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

13.1b Approve Personnel Transactions 10/19/2023 (Cancy McArn)

13.1c Approve Personnel Transactions 11/2/2023 (Cancy McArn)

- 13.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of September 1-30, 2023 (Janea Marking)
- 13.1e Approve Donations to the District for the Period of September 1-30, 2023 (Janea Marking)
- 13.1f Approve Resolution No. 3357: Resolution Regarding Board Stipends (Lisa Allen)
- 13.1g Approve Resolution No. 3359: Resolution Regarding Board Stipends (Lisa Allen)
- 13.1h Approve Resolution No. 3361: Authorizing Delegation of Power to Contract to Include Janea Marking (Janea Marking)
- 13.1i Approve Resolution No. 3362: Authorization of Personnel to Sign Orders on District Funds (Janea Marking)
- 13.1j Approve Business and Financial Report: PO Report August 15 – September 14, 2023 (Janea Marking)
- 13.1k Approve Minutes of the September 7, 2023, Board of Education Meeting (Lisa Allen)
- 13.1l Approve Staff Recommendations for Expulsions, # 1 and #2 2023/2024 (Stephan Brown and David Van Natten)
- 13.1m Approve Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc. (Chris Ralston)

11:08 p.m. **14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

- 14.1 Business and Financial Information: Enrollment and Attendance Report, Month 1, Ending September 22, 2023 (Janea Marking)

11:10 p.m. **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ November 16, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ December 14, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

11:12 p.m.. **16.0 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 will be available on the district's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: November 2, 2023

Subject: Approve Resolution No. 3360 Recognition of National School Bus Safety Week (October 16-20, 2023)

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

Division: Business Services and Transportation

Recommendation: Approve Resolution No. 3360 Recognition of National School Bus Safety Week 10/16-20/2023

Background/Rationale: The goal of National School Bus Safety Week is to address the importance of school bus safety. This active and evolving program takes place each year during the third full week in October. More than 25 million children are transported to and from school on big yellow buses. These school buses provide 10 billion school rides a year. About 500,000 school buses travel the roads each day.

Financial Considerations: None

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

Documents Attached:

1. Resolution No. 3360

Estimated Time of Presentation: 5 minutes

Submitted by: Janea Marking, Chief Business Officer

Ron Hill, Director, Transportation Services

Approved by: Lisa Allen, Superintendent

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

RESOLUTION NO. 3360

Recognition of National School Bus Safety Week 10/16-20/2023

WHEREAS, the Sacramento City Unified School District recognizes that the week of October 16-20, 2023 is National School Bus Safety Week; and

WHEREAS, school buses are the safest possible vehicles for children who needs and requires transportation; and

WHEREAS, the standards of conduct on the school bus are as important to student achievement as they are in the classroom; and

WHEREAS, each student riding a school bus should have a safe and secure environment that sets a positive tone for the day to foster a high level of learning and success; and

WHEREAS, school Bus Safety Week, which is celebrated in more than 40 States and sponsored by the National Highway Traffic Safety Administration (NHTSA), was created to remind all students of the best ways to get on and off the bus in an effort to enhance the safety of the Nation's children; and

WHEREAS, School Bus Safety Week, which dates back to 1966, also recognizes the hard work and dedication of school transportation personnel, especially the many school bus drivers who ensure a safe journey each and every day; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education proclaim the week of October 16-20, 2023 as National School Bus Safety week and celebrate our Transportation Department for all they do for our students during this difficult time.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Chinua Rhodes
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: November 2, 2023

Subject: Approve Resolution No. 3364: Recognition of Veteran's Day

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

Division: Board of Education

Recommendation: Approve Resolution No. 3364 Recognition of Veterans Day

Background/Rationale: In November 1919, President Wilson proclaimed November 11 as the first commemoration of Armistice Day with the following words: "To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations..." The important purpose of Veterans Day is a celebration to honor America's veterans for their patriotism, love of country, and willingness to serve and sacrifice for the common good.

The veterans in the Sacramento City Unified School District serve as parents, educators, support staff, administrators and in other capacities. The District recognizes Veterans Day and honors the men and women of our Armed Forces, past and present, who bravely and tirelessly defend and secure our freedom here and around the world.

Financial Considerations: None

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

Documents Attached:

1. Resolution No. 3364

Estimated Time of Presentation: 5 min

Submitted by: Christina Pritchett, Board Member

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3364

RECOGNITION OF VETERAN’S DAY

WHEREAS, The United States of America was founded on the principles of liberty, opportunity, and justice for all; and

WHEREAS, America has called on men and women in uniform to protect our national security to advance our national interests, and to preserve our rights and freedoms; and

WHEREAS, on Veterans Day we recognize the men and women of our Armed Forces past and present, who have valiantly defended these values throughout our Nation’s history; and

WHEREAS, serving as educators, support staff, administrators, parents, and in other important capacities, these patriots have made contributions to civilian life that serves as a testament to their dedication to the welfare of our country; and

WHEREAS, on Veterans Day we also remember and pay tribute to the millions of patriots whose courage and sacrifice have defended and secured our freedom around the globe; and

WHEREAS, we honor all men and women currently serving in the military for their sacrifices;

NOW, THEREFORE, BE IT RESOLVED, the Sacramento City Unified School District Board of Education recognized Veterans Day on the Eleventh day of November and calls for educators, students, parents, and community partners to honor it, and the special men and women who have served our country, with lessons, guest speakers, displays, lectures, and other activities throughout the district and community.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November, 2023, by the following vote:

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

ATTESTED TO:

Chinua Rhodes
President of the Board of Education

Lisa Allen
Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: November 2, 2023

Subject: RECOGNITION OF NATIONAL NATIVE AMERICAN HERITAGE MONTH,
NOVEMBER 2023

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

Division: Deputy Superintendent/Youth Development Support Services

Recommendation: Approve Resolution No.3365 - Resolution of National Native American Heritage Month

Background/Rationale: The month of November is designated as National Native American Heritage Month. This observance commemorates the history, heritage, and culture of Native Americans and Alaskan Natives. It is during this month we acknowledge the vast achievements of America's original indigenous people.

Financial Considerations: Title VI, Title I and Expanded Learning Opportunities Program (ELOP) grant

LCAP Goal(s):

- Goal 3: Integrated Supports
- Goal 4: Culture and Climate – Dismantling Systems
- Goal 5: Engagement/Empowerment

Documents Attached:

1. Resolution No. 3365

Estimated Time of Presentation: 5 minutes

Submitted by: Manpreet Kaur, Director Youth Development Support Services
Christina Prairie-Chicken, Youth Services Specialist

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3365

**RECOGNITION OF NATIONAL NATIVE AMERICAN HERITAGE MONTH,
NOVEMBER 2023**

WHEREAS, National Native American Heritage Month is an opportunity to consider and recognize the contributions of Native Americans to the history of the United States;

WHEREAS, the Sacramento City Unified School District resides on lands of the Nisenan and Miwok people;

WHEREAS, Native Americans maintain vibrant cultures and traditions hold a deeply rooted sense of community, have made and continue to make distinct and important contributions to the United States and the rest of the world in many fields, including the fields of agriculture, medicine, music, language, and art;

WHEREAS, California has the highest Native American population in the country, it is home to 109 federally recognized tribes, with approximately 81 groups seeking recognition;

WHEREAS, Over one-half of the state's Native American population is composed of individuals (and now their descendants) who were relocated to large urban areas as part of the federal government's termination policy;

WHEREAS, Before the missionary, fur trapping, and gold rush era migrations, California's Native American population was estimated at about 200,000, between 1840 and 1870, the population declined to 12,000 due to disease, forced removal, and death;

WHEREAS, the Census Bureau estimated that, in 2020, there were more than 631,016 individuals of Native American descent in California and more than 18,637 in the county of Sacramento;

WHEREAS, 2022-2023 CDE Dataquest information indicates there are 26,108 Native American students in California and 216 in SCUSD, a recent review of Infinite Campus data indicates there are 514 SCUSD American Indian students that are classified as two or more races;

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District, that the District is committed to improving the academic and social-emotional outcomes for Native American students and all students in the region;

BE IT FURTHER RESOLVED that SCUSD's American Indian Education Program (AIEP) provides academic assistance, cultural programs, back to school events, summer programs, college mentoring, field trips and graduation recognitions for American Indian students enrolled in the program;

BE IT FURTHER RESOLVED that SCUSD-AIEP continues supporting students by providing services for self-identified American Indian students who are unable to enroll in AIEP due to lack of documentation;

BE IT FURTHER RESOLVED that SCUSD-AIEP continues the American Indian Educator classroom visit project that allows teachers to request a classroom visit from a trained Native American educator;

BE IT FURTHER RESOLVED that SCUSD-Youth Development continues having two staff members, Youth Services Specialist and Youth Services Program Associate, dedicated to meeting the needs of Native students in SCUSD with one position, Youth Services Program Associate, dedicated to assisting 9th-12th grade Native American students in meeting high school graduation requirements and planning for their post-secondary education;

BE IT FURTHER RESOLVED that SCUSD-AIEP works in partnership with a Parent Advisory committee that meets once a month to address the needs of Native American students in our district;

BE IT FURTHER RESOLVED that SCUSD-AIEP continues distributing resources to teachers and staff for Native American Heritage Month and share with students and families enrolled in AIEP;

BE IT FURTHER RESOLVED that the Board of Education recognizes the need of continued funding and leveraging Title VI and other grants such as Expanded Learning Opportunities Program and Title I is required for the success of the AIEP;

BE IT FURTHER RESOLVED that SCUSD-AIEP continues consulting with local tribes to bring resources and accurate historical information to students, families and staff;

BE IT FURTHER RESOLVED that SCUSD-AIEP continues advocating for accurate information, authentic representation, and appropriate imagery within the district curriculum, building names, mascots and historical facts/figures;

BE IT FURTHER RESOLVED that the Sacramento City Unified School District Board of Education recognizes November 2023 as National Native American Heritage Month;

BE IT FURTHER RESOLVED that the Board of Education urges schools within the District to observe National Native American Heritage Month and Native American Heritage Day with appropriate programs and activities.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

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

ATTESTED TO:

Chinua Rhodes
President of the Board of Education

Lisa Allen
Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

Meeting Date: November 2, 2023

Subject: Culture/Climate & Culturally Responsive Professional Learning

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

Division: Academic Office: Curriculum & Instruction Department

Recommendation: None

Background/Rationale: Culture can be defined as “How We Behave” and Climate as “How We Feel”. Thus, school culture/climate refers to the quality and character of school life that strongly influences students’ ability and motivation to attend, engage, and learn, and therefore improve academic achievement. To be engaged and successful in learning, students must feel safe, valued, cared for, respected, and engaged. Schools that are committed to providing students with support to meet their basic needs provide learning conditions that allow students to grow socio-emotionally and thrive academically.

Culturally Responsive Professional Learning (CRPL) is a SCUSD Strategic Priority and refers to both the way we will deliver Professional Learning and the content being delivered. Furthermore, CRPL, is the way in which staff who provide direct student and family services are trained in and beginning their practice of high leverage Anti-Racist/Anti-Bias Trauma-Informed Practices.

Financial Considerations: None

LCAP Goal(s): Provide High Quality & Engaging Instruction, Support Student Social-Emotional, Mental & Physical Health, and Maintain Safe Learning Environments & Dismantle Inequities

Documents Attached:

N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Yvonne Wright, Chief Academic Officer

Danny Rolleri, Director of Professional Learning,
Culture/Climate & SEL

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

Meeting Date: November 2, 2023

Subject: California Interscholastic Federation (CIF) Multi-School Agreement
Discontinuation

X Information Item Only

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

Division: Academic Office

Recommendation: NA

Background/Rationale: The Multi School agreement is an annually signed agreement that affords students the opportunity to play CIF sports at the comprehensive high school in their attendance area. This practice is allowed by [CIF-SJS Bylaw 303](#). SCUSD has entered the agreement since the 2010-2011 school year. Recent data indicate that a very small number of SCUSD students from small high schools participate in CIF sports at comprehensive high schools. The low participation coupled with CIF rules puts comprehensive high school sports programs at a severe disadvantage.

CIF uses school enrollment to determine the size of school and division of play. CIF attempts to match schools of similar enrollment to ensure a competitive balance throughout high school sports. Due to the Multi School Agreement, the comprehensive high schools must add to their population all of the students that reside in their attendance area who attend the small high schools. As a result, four of the five comprehensive schools are moved to higher competitive divisions without the benefit of the additional population of athletes.

Discontinuation of the multi school agreement will prevent new small school students from participating in CIF sports. Any student that is currently participating under the

current agreement will be allowed to finish their high school career in that sport. However, there are several potential options for small high school students interested in playing on sports teams. This includes continuing the existing intramural program and, potentially, expanding upon it. Small High Schools may also opt to become CIF schools.

Financial Considerations:

Current CIF dues for small school students: CIF-State \$1,376, CIF-Sac Joaquin Section \$6,392 - Total Savings \$7,768

The fiscal impact of expanding intramural sports is approximately \$3000 per sport. The fiscal impact of adding sports for CIF is about \$6,000 per refereed sports and about \$3000 for non-officiated sports such as cross-country. There is an offset of expenses as admission is charged for CIF sporting events, so some sports produce revenue for the school sites.

LCAP Goal(s):

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Documents Attached: N/A

Estimated Time of Presentation: 5 minutes

Submitted by: Yvonne Wright, Chief Academic Officer, David Parsh, District Athletics Coordinator

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

Meeting Date: November 2, 2023

Subject: Board Member Appointees to the Community Schools Advisory Committee (CSAC)

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

Division: Academic Office

Recommendation: NA

Background/Rationale:

The Community School Advisory Council (CSAC) is a shared decision-making, collaborative advisory group and is the threshold mechanism for implementing the California Department of Education (CDE) community schools model and ensuring authentic collaborative leadership within Sacramento City Unified School District. SCUSD currently has [18 Community Schools](#).

The CSAC is responsible for creating and inclusively leading the process to coordinate and oversee the implementation of the Sacramento City Unified School District Community Schools Implementation Grant awarded by the California Department of Education (CDE). This includes the establishment of a Community Schools Implementation Team (CSIT) at each participating school site consistent with the National Education Association (NEA) Six Pillars of Community Schools (Inclusive Leadership, Family and Community Partnerships, Strong and Proven Curriculum, Positive Behavioral Practices, High Quality Teaching and Community Support Services) and the California Department of Education (CDE) Four Pillars of Community Schools (Integrated Student Service Supports, Family and Community Engagement, Collaborative Leadership Practices, and Extended Learning Time and Opportunities).

Each SCUSD Board Member has the discretion to select a parent/caregiver representative to serve as a CSAC member. The process to recruit and identify CSAC appointees included the following:

Date	Action
Thursday October 5 - Thursday, October 19, 2023	E-Blast Communications sent to constituents in each trustee area
Thursday, October 19, 2023	Applications due by 11:59 pm. All applications were to be submitted via the CSAC Application Google Form
Friday October 20, 2023	Applications sent to Board Members
Friday, October 27, 2023	<p>Board Members entered their parent/caregiver selection into the Board Member Parent/Caregiver Appointees for the Community School Advisory Council form by 5:00 pm</p> <p>All Board Members reviewed the names to ensure there is no duplication.</p>
Thursday, November 2, 2023	Board members announce their CSAC parent/caregiver members during the November 2, 2023 Board Meeting.

Financial Considerations: NA

- LCAP Goal(s):** Goal 1: College Career Readiness
 Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
 Goal 3: Integrated Supports
 Goal 4: Culture and Climate – Dismantling Systems
 Goal 6: Implementation of MTSS/Data-Based Decision Making
 Goal 8: Basic Services and Districtwide Operations/Supports
 Goal 9: Focus on Students with Disabilities
 Goal 10: Focus on Homeless Youth
 Goal 11: Focus on Foster Youth

Documents Attached: NA

Estimated Time of Presentation: 5 min

Submitted by: Jacqueline Garner, Executive Director Student Support and Health Services and Yvonne Wright, Chief Academic Officer

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: November 2, 2023

Subject: Hearing and Adoption of the District's Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Hearing and Adoption of the District's Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District's initial proposals

Financial Consideration: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Public Hearing Notice
2. Sunshine Proposal to United Professional Educators (UPE) – November 2, 2023
3. Executive Summary

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District

Consideration and Public Notice of the District's Initial Proposals Regarding United Professional Educator (UPE) for 2023-2024 Collective Bargaining Agreement Negotiations

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing:

District's Initial Proposals Regarding United Professional Educator (UPE) Collective Bargaining Agreement Negotiations

Copies of this program may be inspected at:

**The Serna Center
5735 47th Avenue
Sacramento, CA 95824**

HEARING DATE: Thursday, November 2, 2023

TIME: 6:00 p.m.

LOCATION: The Serna Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Human Resource Services Department
(916) 643-9050

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

November 2, 2023

**SUNSHINING OF DISTRICT'S INITIAL PROPOSAL TO THE
UNITED PROFESSIONAL EDUCATORS FOR 2023-2024 SUCCESSOR AGREEMENT**

The current master agreement for the classified employee bargaining unit represented by the United Professional Educators (“UPE”) expires on June 30, 2023. A copy of that master agreement (“CBA”) is available for viewing on the District’s web site at www.scusd.edu.

Pursuant to Government Code section 3547, the District’s and UPE initial bargaining proposals that relate to matters within the scope of negotiations must be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the successor contract, and to allow the Board an opportunity to provide and receive comment, the District’s initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District’s initial proposal is also presented to the Board at this meeting for final approval and “sunshining.”

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. The District is seeking to “sunshine” its initial proposal and commence negotiations with UPE.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District’s initial proposal for public comment, and thereafter adopts the following initial proposal for 2023-2024 successor agreement negotiations. It is the Board’s intent that the District work collaboratively with UPE negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

The District will make proposals to any or all of the articles below to make updates to language to ensure consistency with state and federal law, to ensure the fiscal solvency of the District, and to maintain the efficient operation of the District.

ARTICLE 5: EVALUATION OF WORK PERFORMANCE

ARTICLE 8: SALARY AND HEALTH BENEFITS

ARTICLE 9: WORK YEAR

ARTICLE 10: PROMOTION, ASSIGNMENT, VACANCIES AND TRANSFER

ARTICLE 11: RETIREE HEALTH BENEFITS

ARTICLE 12: SUMMER SCHOOL

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2023-2024 successor contract negotiations with UPE on November 2, 2023.

Chinua Rhodes
President of the Board of Education

Lisa Allen
Interim Superintendent

Board of Education Executive Summary
Human Resource Services and Legal Services
Hearing and Adoption of the District’s Initial Proposals Regarding
United Professional Educators (UPE) Collective Bargaining Agreement
Agreement Negotiations for 2023-2024 Successor
November 2, 2023 Board Meeting



I. Overview/History of Department or Program: Pursuant to the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice of the District’s initial proposals to the UPE related to collective bargaining of a successor agreement for the 2023-2024 school year.

II. Driving Governance: Government Code section 3547 requires that all initial proposals of the exclusive representatives and the public school employers that relate to matters within the scope of negotiations be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. The District’s initial proposal is also now presented to the Board at this public meeting for final approval and “sunshining.”

III. Budget: TBD

IV. Goals, Objectives and Measures: The current collective bargaining agreement (“CBA”) with UPE expired June 30, 2023. The District is taking this initial step to begin the process of reaching an agreement on a successor CBA through the 2023-2024 school year. The District seeks to negotiate in good faith additions and changes to the CBA that again ultimately seeks to improve outcomes for all District students and ensuring the fiscally sustainable operation of the District in the short and long term. The District is seeking to “sunshine” its initial proposal and commence negotiations with UPE.

V. Major Initiatives: College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Operational Excellence

VI. Results: The District intends to work with UPE in good faith to negotiate over those items included in the District’s initial proposal and any initial proposal submitted by UPE.

VII. Lessons Learned/Next Steps: Approve the District’s initial proposal.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: November 2, 2023

Subject: Receive Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Receive Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District’s initial proposals

Financial Consideration: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Initial Sunshine Proposal – United Professional Educators (UPE)

Estimated Time of Presentation: 1 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: Lisa Allen, Interim Superintendent



UNITED PROFESSIONAL EDUCATORS
5960 S. LAND PARK DRIVE, #290,
SACRAMENTO, CA 95822

October 13, 2023

Cancy McArn,
Chief Human Resource Officer
Sacramento City Unified School District

On October 12, 2023 the UPE Executive Board agreed to “sunshine” the following articles from the current master agreement between SCUSD and UPE.

ARTICLE 8: SALARY AND HEALTH BENEFITS
ARTICLE 12: SUMMER SCHOOL

Garrett Kirkland, President
Cindy Hollander, Vice President
Richard Owen, Executive Director



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: November 2, 2023

Subject: Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor.

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District's initial proposals

Financial Considerations: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Public Hearing Notice
2. Sunshine Proposal to Teamsters Classified Supervisors (TCS) – November 2, 2023
3. Executive Summary

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District

Consideration and Public Notice of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing:

Consideration and Public Notice of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations Successor

Copies of this program may be inspected at:

**The Serna Center
5735 47th Avenue
Sacramento, CA 95824**

HEARING DATE: Thursday, November 2, 2023

TIME: 6:00 p.m.

LOCATION: The Serna Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Human Resource Services Department
(916) 643-9050

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 2, 2023
SUNSHINING OF DISTRICT’S INITIAL PROPOSAL TO THE
TEAMSTERS CLASSIFIED SUPERVISORS (TCS) FOR 2023-2024 SUCCESSOR
AGREEMENT**

The current master agreement for the classified employee bargaining unit represented by the Teamsters Classified Supervisors (“TCS”) expires on June 30, 2023. A copy of that master agreement (“CBA”) is available for viewing on the District’s web site at www.scusd.edu.

Pursuant to Government Code section 3547, the District’s and TCS’s initial bargaining proposals that relate to matters within the scope of negotiations must be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the successor contract, and to allow the Board an opportunity to provide and receive comment, the District’s initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District’s initial proposal is also presented to the Board at this meeting for final approval and “sunshining.”

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. The District is seeking to “sunshine” its initial proposal and commence negotiations with TCS.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District’s initial proposal for public comment, and thereafter adopts the following initial proposal for 2023-2024 successor agreement negotiations. It is the Board’s intent that the District work collaboratively with TCS’s negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

The District will make proposals to any or all of the articles below to make updates to language to ensure consistency with state and federal law, to ensure the fiscal solvency of the District, and to maintain the efficient operation of the District.

ARTICLE 6: COMPENSATION

ARTICLE 8: HOURS

ARTICLE 9: ASSIGNMENTS

ARTICLE 13: TRANSFERS/PROMOTIONS

ARTICLE 14: PERFORMANCE EVALUATIONS

ARTICLE 15: PERSONNEL FILES

ARTICLE 17: PROFESSIONAL GROWTH PROGRAM

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2023-2024 successor contract negotiations with TCS on November 2, 2023.

Chinua Rhodes
President of the Board of Education

Lisa Allen
Interim Superintendent

Board of Education Executive Summary

Human Resource Services and Legal Services

Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor November 2, 2023 Board Meeting



I. Overview/History of Department or Program: Pursuant to the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice of the District's initial proposals to the TCS related to collective bargaining of a successor agreement for the 2023-2024 school year.

II. Driving Governance: Government Code section 3547 requires that all initial proposals of the exclusive representatives and the public school employers that relate to matters within the scope of negotiations be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. The District's initial proposal is also now presented to the Board at this public meeting for final approval and "sunshining."

III. Budget: TBD

IV. Goals, Objectives and Measures: The current collective bargaining agreement ("CBA") with TCS expired June 30, 2023. The District is taking this initial step to begin the process of reaching an agreement on a successor CBA through the 2023-2024 school year. The District seeks to negotiate in good faith additions and changes to the CBA that again ultimately seeks to improve outcomes for all District students and ensuring the fiscally sustainable operation of the District in the short and long term. The District is seeking to "sunshine" its initial proposal and commence negotiations with TCS.

V. Major Initiatives: College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Operational Excellence

VI. Results: The District intends to work with TCS in good faith to negotiate over those items included in the District's initial proposal and any initial proposal submitted by TCS.

VII. Lessons Learned/Next Steps: Approve the District's initial proposal.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: November 2, 2023

Subject: Received Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Received Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District's initial proposals

Financial Considerations: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Initial Sunshine Proposal – Teamsters Classified Supervisors (TCS)

Estimated Time of Presentation: 1 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: Lisa Allen, Interim Superintendent

Lisa Allen.
Interim Superintendent
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824

Dear Interim Superintendent Allen

In August of 2022 Teamsters Classified Supervisors (TCS) closed the Contract with the District through the 2022 year. During negotiations we offered to also close the negotiations for the 2022-2023 year with a raise and a "me too" agreement. In following through with that interest Teamsters Classified Supervisors (TCS) would like to agree to the ongoing raise for the 2022-2023 year including the retroactivity and the off schedule raise received by SCTA. We would also like to see an increase in our annual footwear allowance found in Article 9.6.3

In addition to closing the 2022-2023 year we would also like to begin negotiations on our successor agreement beginning the 2023-2024 year with openers on years two and three for wages, benefits and other articles.

Our interests include :

Article 6 Wages a fair and equitable wage increase and not less than any other bargaining unit receives with 'me too' language that we will provide. Add longevity as a percentage of our compensation to make it PERS-able. We will provide specific percentage proposals at the bargaining sessions. 6.12.2 Add penalty for employee pay shortages made by the District not corrected and paid within 30 days.

Article 9.6.3-Increase footwear allowance 9.7 tools

Article 10-Holidays add an additional 2 holidays and any holidays that other bargaining units receive.

Article 11-Vacations-Add additional vacation accrual. Add additional vacation carryover.

Article 17-Professional Growth-We would like to make the eligibility get reduced from 18 months to 12 month

Article 23- Duration-A new three year contract commencing July 1, 2023-June 30, 2026 with openers in years two and three for wages, benefits and up to two articles each.

Please complete the Sunshine process with this. We look forward to the District meeting with us for negotiations. Please contact us to schedule mutual times, dates and locations for bargaining.

Sincerely,

Alan Daurie
Business Agent



Teamsters Local 150

Alan Daurie

Business Agent

Phone: 916-392-7070 Ext. 24

Email: Alan150@aol.com

7120 East Parkway

Sacramento, CA 95823

www.teamsters150.org



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: November 2, 2023

Subject: Hearing and Adoption of District’s Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Hearing and Adoption of District’s Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District’s initial proposals

Financial Considerations: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Public Hearing Notice
2. Sunshine Proposal to Teamsters – November 2, 2023
3. Executive Summary

Estimated Time of Presentation: 5 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District

Consideration and Public Notice of the District's Initial Proposals Regarding Teamsters, Local 150 Collective Bargaining Agreement Negotiations for 2023-2024 Successor

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing:

Consideration and Public Notice of the District's Initial Proposals Regarding Teamsters, Local 150 Collective Bargaining Agreement Negotiations on a Successor

Copies of this program may be inspected at:

**The Serna Center
5735 47th Avenue
Sacramento, CA 95824**

HEARING DATE: Thursday, November 2, 2023

TIME: 6:00 p.m.

LOCATION: The Serna Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Human Resource Services Department
(916) 643-9050

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 2, 2023
SUNSHINING OF DISTRICT’S INITIAL PROPOSAL TO THE
TEAMSTERS UNION, LOCAL 150 FOR 2023-2024 SUCCESSOR AGREEMENT**

The current master agreement for the classified employee bargaining unit represented by the Teamsters Union, Local 150 (“Teamsters”) expires on June 30, 2023. A copy of that master agreement (“CBA”) is available for viewing on the District’s web site at www.scusd.edu.

Pursuant to Government Code section 3547, the District’s and Teamsters initial bargaining proposals that relate to matters within the scope of negotiations must be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the successor contract, and to allow the Board an opportunity to provide and receive comment, the District’s initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District’s initial proposal is also presented to the Board at this meeting for final approval and “sunshining.”

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. The District is seeking to “sunshine” its initial proposal and commence negotiations with Teamsters.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District’s initial proposal for public comment, and thereafter adopts the following initial proposal for 2023-2024 successor agreement negotiations. It is the Board’s intent that the District work collaboratively with Teamsters negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

The District will make proposals to any or all of the articles below to make updates to language to ensure consistency with state and federal law, to ensure the fiscal solvency of the District, and to maintain the efficient operation of the District.

ARTICLE 6: COMPENSATION

ARTICLE 8: HOURS

ARTICLE 9: ASSIGNMENTS

ARTICLE 13: TRANSFERS/PROMOTIONS

ARTICLE 14: PERFORMANCE EVALUATIONS

ARTICLE 15: PERSONNEL FILES

ARTICLE 17: PROFESSIONAL GROWTH PROGRAM

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2023-2024 successor contract negotiations with Teamsters on November 2, 2023.

Chinua Rhodes
President of the Board of Education

Lisa Allen
Interim Superintendent

Board of Education Executive Summary
Human Resource Services and Legal Services
Hearing and Adoption of District’s Initial Proposals Regarding
Teamsters, Local 150 (Teamsters) Collective Bargaining Agreement
Negotiations for 2023-2024 Successor
November 2, 2023 Board Meeting



I. Overview/History of Department or Program: Pursuant to the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice of the District’s initial proposals to the Teamsters, Local 150 related to collective bargaining of a successor agreement for the 2023-2024 school year.

II. Driving Governance: Government Code section 3547 requires that all initial proposals of the exclusive representatives and the public school employers that relate to matters within the scope of negotiations be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. The District’s initial proposal is also now presented to the Board at this public meeting for final approval and “sunshining.”

III. Budget: TBD

IV. Goals, Objectives and Measures: The current collective bargaining agreement (“CBA”) with Teamsters, Local 150 expired June 30, 2023. The District is taking this initial step to begin the process of reaching an agreement on a successor CBA through the 2023-2024 school year. The District seeks to negotiate in good faith additions and changes to the CBA that again ultimately seeks to improve outcomes for all District students and ensuring the fiscally sustainable operation of the District in the short and long term. The District is seeking to “sunshine” its initial proposal and commence negotiations with Teamsters, Local 150.

V. Major Initiatives: College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Operational Excellence

VI. Results: The District intends to work with Teamsters, Local 150 in good faith to negotiate over those items included in the District’s initial proposal and any initial proposal submitted by Teamsters. Local 150.

VII. Lessons Learned/Next Steps: Approve the District’s initial proposal.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.6

Meeting Date: November 2, 2023

Subject: Receive Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

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

Recommendation: Receive Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District’s initial proposals

Financial Considerations: TBD

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students and Operational Excellence

Documents Attached:

1. Initial Sunshine Proposal –Teamsters Union, Local 150

Estimated Time of Presentation: 1 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: Lisa Allen, Interim Superintendent

Lisa Allen.
Interim Superintendent
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824

Dear Interim Superintendent Allen

In August of 2022 Teamsters (SPOMS/Supervisors Plant Operation Managers) closed the Contract with the District through the 2022 year. During negotiations we offered to also close the negotiations for the 2022-2023 year with a raise and a "me too" agreement. In following through with that interest Teamsters/SPOMS would like (**Article 6 Compensation**) to agree to the ongoing raise for the 2022-2023 year including the retroactivity and the off schedule raise received by SCTA. **Article 9** -We would like to see an annual footwear allowance of \$350

In addition to closing the 2022-2023 year we would also like to begin negotiations on our successor agreement beginning the 2023-2024 year with openers on years two and three for wages, benefits and other articles.

Our interests for the 2023-2024 year of our 2023-2026 successor agreement includes:

Article 6 Compensation -Wages a fair and equitable wage increase and not less than any other bargaining unit receives with "me too" language that we will provide. Increase our longevity We will provide specific percentage proposals at the bargaining sessions. 6.12.2 Add penalty for employee pay shortages made by the District not corrected and paid within 30 days.

Article 9.-Annual Footwear Allowance of \$350

Article 10-Holidays add an additional 2 holidays and any holidays that other bargaining units receive.

Article 11-Vacations-Add additional vacation accrual. Add additional vacation carryover.

Article 17-Professional Growth-We would like to make the eligibility get reduced from 18 months to 12 month. We would also like to provide additional areas for which our members can receive professional growth. We will provide specifics during the bargaining sessions.

Article 23- Duration-A new three year contract commencing July 1, 2023-June 30, 2026 with openers in years two and three for wages, benefits and up to two articles each.

New: Perform audit of Middle School and High School sites with goal to bring staffing to an acceptable level of standards and in alignment of expectations

Please complete the Sunshine process with this. We look forward to the District meeting with us for negotiations. Please contact us to schedule mutual times, dates and locations for bargaining.

Sincerely,

Alan Daurie
Business Agent



Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
Email: Alan150@aol.com
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 10.7

Meeting Date: November 2, 2023

Subject: Public Hearing on Approval of Resolution No. 3354 Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

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

Department: Academic Office/Curriculum & Instruction

Recommendation: The Sacramento Board of Education is requested to declare a public hearing, and approve Resolution No. #3354 certifying that funds earmarked for instructional materials are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Act. The resolution ensures that each pupil has sufficient standards-aligned instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Background/Rationale: *Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004)* specifies the governing board shall hold a public hearing on or before the end of the eighth week of the school year. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board, and to identify the remedy for any insufficiencies.

The attached resolution certifies that each Sacramento City Unified School District student has sufficient textbooks and/or instructional materials in all core subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. Additionally, the resolution certifies the availability of science lab equipment at grades 9-12.

Financial Considerations:

The total funds allocated for textbooks and instructional materials for the 2023-24 school year totals \$2,150,000 to be used toward the purchase of state-adopted core instructional materials. An additional \$6,417,609.96 was spent in 2022-2023 to purchase History/Social Science instructional materials for grades K-12.

Documents Attached:

1. Notice of Public Hearing
2. Executive Summary

3. Resolution No.3354

Estimated Time of Presentation: 10 minutes

Submitted by: Shannon Pella, Director Professional Learning

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District
Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

**Review of the Pupil Textbook and Instructional Materials Incentive Program Act
For 2023-2024**

Copies of this program may be inspected at:

**Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824**

The Sacramento City Unified School District Governing Board will approve Resolution No. 3354:
Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

HEARING DATE: Thursday, November 2, 2023

TIME: 6:30 p.m.

LOCATION: Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Academic Office/Curriculum and
Instruction Department (916) 643-9120

Board of Education Executive Summary

Curriculum and Instruction Department

Public Hearing and Approval of Resolution No. 3354: Compliance with the Pupil Textbook and Instructional Materials Incentive Program

November 2, 2023



I. OVERVIEW / HISTORY

Each year, the SCUSD Board of Education holds a Public Hearing and adopts a resolution certifying that the allocation earmarked for instructional materials is expended in compliance with the Pupil Textbook and Instructional Materials Incentive Act. The resolution attests to the sufficiency of core textbooks/instructional materials for each student reviewed school sites; **as is required by the Williams Act**. Additionally, the resolution certifies that materials in each core subject are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. If insufficiencies are noted, the Board must identify the plan to remedy said insufficiencies within eight weeks from the adoption of the textbook sufficiency resolution.

The District's textbook/instructional materials ordering process for each school begins in the spring; deliveries of textbooks/instructional materials are made to schools beginning in June through September. To document sufficiency for purposes of the Pupil Textbook and Instructional Materials Incentive Act, each school is asked to complete a Textbook Sufficiency Survey. Schools must indicate whether they have sufficient textbooks/ instructional materials for each student. If there are not sufficient textbooks/instructional materials, schools are asked to note the number of textbooks/instructional materials needed and the reason for the insufficiency. The surveys are processed by the Library/Textbook Services and any needed materials ordered and are sent out to each school site.

II. DRIVING GOVERNANCE

Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004) specifies that the governing board shall hold a public hearing on or before the end of the eighth week of the school year. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board and to identify the remedy for the insufficiencies.

III. BUDGET

The total funds allocated for textbooks and instructional materials for the 2023-24 school year totals \$2,150,000 to be used toward the purchase of state-adopted core instructional materials. Additionally, \$6,417,609.96 was used to purchase instructional materials for History/Social Science in grades K-12 for the 2023-24 school year.

Board of Education Executive Summary

Curriculum and Instruction Department

Public Hearing and Approval of Resolution No. 3354: Compliance with the Pupil Textbook and Instructional Materials Incentive Program

November 2, 2023



IV. GOALS, OBJECTIVES, AND MEASURES

The goal is to ensure that each student has the requisite set of state-adopted textbook and instructional materials in each core academic subject and to allocate sufficient funds to support annual textbook expenditures. The objective is to accurately project textbook and instructional materials needs so that adequate funds may be allocated to address student textbook/instructional materials needs, per Education Code section 60119. The School Textbook Sufficiency response from schools will serve as a measure for goals and objectives.

V. MAJOR INITIATIVES

The Library Textbook Services Department will assess the School Textbook/Instructional Materials Inventory and Order procedures and make recommendations for improving accuracy of projected needs, allocation of funding and the processing and distribution of textbooks and other instructional materials. As a part of this assessment, staff will take input from school site staff as well as other departments that interface with the textbook sufficiency process.

VI. RESULTS

100% percent of schools visited by SCOE during the 2023-24 "Williams Review" had sufficient textbooks and instructional materials by the eighth week of school, per Education Code 60119.

VII. LESSONS LEARNED / NEXT STEPS

In January 2024, site administrators will submit course offerings and projected student numbers for 2024-2025 to Library Textbook Services. If courses require new adoptions, a course of study and textbooks are to be approved by the Board before April 1 to be incorporated into the budget and to assure that materials arrive by the beginning of the school year. If Board approval is made after April 1, textbooks will be purchased the following school year. The department will continue to bar code and maintain electronic records in Destiny of all new textbooks to ensure accurate accounting.

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

RESOLUTION NO. 3354

**Resolution Regarding Sufficiency or Insufficiency of Instructional Materials:
Education Code Section 60119**

WHEREAS, the governing board of the Sacramento City Unified School District is committed to providing appropriate instructional materials for all students, and;

WHEREAS, the governing board of the Sacramento City Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing October 19, 2023, at, or about 6:30 p.m., which is before the eighth week of school, and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three places within the district stating the time, place and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” signifies each pupil, including English learners, has textbooks, instructional materials, or both, to use in class and to take home, and;

WHEREAS, during distance learning, the definition of “sufficient textbooks or instructional materials” also includes the use of an electronic device and access to the internet and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks or instructional materials were provided to pupils of the Sacramento City Unified School District, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student which are aligned to the academic content standards and consistent with the cycled and content of the curriculum frameworks in English Language Arts (including the English Language Development component of an adopted program), Mathematics, Science, History-Social Studies, Foreign Language and Health, and;

WHEREAS, laboratory science equipment is available for science laboratory classes offered in grades 9 – 12, inclusive.

THEREFORE, IT IS RESOLVED, for the 2023-2024 school year, the Sacramento City Unified School District Board of Education has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Chinua Rhodes
President, Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.8

Meeting Date: November 2, 2023

Subject: Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc.

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

Division: Facilities Support Services

Recommendation: Hold a public hearing on the authorization and approval of an Energy Services Contract. Additionally, after the public hearing, approve Resolution No. 3366, to authorize and approve a contract between the district and Efficient Lighting Design, Inc. using Government Code 4217.10 *et seq.*

Background/Rationale:

Government Code section 4217.10 *et seq.* allows public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a public hearing held at a regularly scheduled Board meeting. In addition, the governing body must determine that the anticipated cost to the District for the energy generating facility under the energy service contract will be less than the anticipated cost to the District of electrical energy costs that would have been consumed by the District in the absence of this purchase.

District staff seeks to enter into an energy service contract with Efficient Lighting Design, Inc. (“Provider”), where Provider proposes to design, install, and implement certain energy conservation measures on a District-wide basis including, without limitation, work involving LED lighting retrofitting at various sites (“Project”).

Before entering into an energy service contract, Government Code section 4217.12 requires the Board to hold a public hearing at its regularly scheduled Board meeting to determine whether the Project and the proposed energy service contract is in the best interests of the District. The energy cost savings analysis for the Project, provided by Provider and reviewed by District staff, shows that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District if such Project was not completed. As required by statute, on October 16, 2023, at least two weeks prior to the regularly scheduled public meeting, District staff posted the notice of its intent to conduct a public hearing.

The purpose of this agenda item is for the Board to conduct a public hearing to provide an opportunity for public comment on the proposed Project and on the question of the District entering into an Energy Service Contract.

Additionally, this agenda item is for the Board to consider adoption of Resolution No. 3366 to make required findings and approve an agreement with Efficient Lighting Design, Inc. ("Provider") to implement certain energy conservation measures by installing lighting retrofitting (collectively, "Project") using an energy service contract ("Contract") pursuant to Government Code section 4217.10 *et seq.*

In accordance with Government Code section 4217.12, the Resolution finds that, based on available information, the cost of the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Financial Considerations: Measure H funding; \$2,330,853

LCAP Goal(s): Safe, Physically and Emotionally Healthy Learning Environment, Maximize Organization Processes as Effectively and Efficiently as Possible.

Documents Attached:

1. Exhibit 1 – LED Lighting financial analysis
2. Exhibit 2 – Efficient Lighting Design Contract
3. Exhibit 3 – List of sites
4. Exhibit 4 - Notice of Public Hearing
5. Resolution 3366 – Authorization and approve energy service contract

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Director III, Facilities Management

Approved by: Lisa Allen, Interim Superintendent

**TEN YEAR FINANCIAL ANALYSIS
2023 LED PHASE II CASH FLOW**

<i>Project Investment:</i>	\$2,405,574
<i>Utility Incentive:</i>	\$131,571
Net Investment less Incentive :	\$2,274,003

<i>First Year Savings:</i>	\$227,280
<i>Maintenance Savings:</i>	\$50,800

<i>Energy Inflation Rate:</i>	2.00%
Simple Payback:	8.2
Internal Rate of Return:	2%

YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$227,280	\$227,280
TWO	\$231,826	\$231,826
THREE	\$236,462	\$236,462
FOUR	\$241,191	\$241,191
FIVE	\$246,015	\$246,015
SIX	\$250,935	\$250,935
SEVEN	\$255,954	\$255,954
EIGHT	\$261,073	\$261,073
NINE	\$266,295	\$266,295
TEN	\$271,621	\$271,621
TOTAL	\$2,488,653	\$2,488,653

**ENERGY SERVICES CONTRACT
FOR DISTRICT-WIDE LIGHTING PROJECT**

This agreement ("Agreement"), dated as of November 2, 2023 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, the District is a public agency under the provision of Government Code section 4217.10 *et seq.* pertaining to energy service contracts;

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an 'energy conservation facility,'" including "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by installing new LED lighting fixtures ("Project");

WHEREAS, the Parties intend to enter into this energy service contract as defined by Government Code section 4217.11 ("Agreement");

WHEREAS, Contractor represents that it has the expertise and experience to perform the services set forth in this Agreement; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

- 1. Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The Work will be performed at various locations (exhibit 3) (collectively, "Site").

2. Term. It is hereby understood and agreed that the work under this contract shall be completed by August 30, 2024 ("Term"). Should the Contractor fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

3. Liquidated Damages. Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, as "Liquidated Damages," Contractor agrees that it shall pay to the District for each Site, the sum of One Hundred Dollars (\$100) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the Liquidated Damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

4. Grants/Rebates/Incentives. Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for the rebates on terms satisfactory to the District on its sole discretion, the District may terminate this Agreement for convenience pursuant to the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; CONTINUED ON FOLLOWING PAGE.]

5. Contract Documents. The following documents comprise the "Contract Documents" for the Work under this Agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Criminal Background Investigation/
Fingerprinting Certification |
| <input type="checkbox"/> Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Insurance Certificates and
Endorsements |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Prevailing Wage and Related Labor
Requirements Certification | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Tobacco-Free Environment
Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Hazardous Materials Certification | |
| <input checked="" type="checkbox"/> Lead-Based Materials Certification | |

The complete Agreement consists of all Contract Documents as identified above and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

6. Submittal of Documents.

- 6.1.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.
- 6.2.** Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier.
- 6.3.** Contractor shall prepare and submit the project schedule within fifteen (15) days after the Notice to Proceed.

- 7. Compensation.** As compensation for the Work, the District shall pay to the Contractor TWO MILLION, THREE HUNDRED THIRTY THOUSAND, EIGHT HUNDRED FIFTY THREE DOLLARS; \$2,330,853.00, as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").
- 8. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 9. Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered and services performed under the Agreement as of the date of submission per a schedule of values to be agreed upon by the Parties ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or by the Completion date, whichever is applicable; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) unauthorized deviations from the Agreement; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 11. Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction

of the District in connection with the performance of the Work, (ii) performing Work that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. . Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner of degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. Licensing. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <http://www.cslb.ca.gov>, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. Registration as Public Works Contractor: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. Standard of Care. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Solar Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15.1. Energy Conservation. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services.

17. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the System, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

Except as provided above, the District shall not change or use any fully or partially completed documents without Contractor's express written consent. In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then, in addition to any remedies to which Contractor is entitled in law or equity, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. Notice to Proceed with Work. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. Site Examination. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

20. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

20.1. Anti-Trust Claim. Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

20.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of ten (10) years from filing the Notice of Completion for each Project Site with the county in which the Project Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all my otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Total Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of

the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>_____ Calendar Days</u>	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; CONTINUED ON FOLLOWING PAGE]

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. The amount submitted on the Application for Payment shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Contractor in any manner which is permissible under the law. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

28.1. All site visits shall be arranged through the District;

- 28.2.** Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 28.3.** Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 28.4.** Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 28.5.** Consultant and Consultant's employees shall not use student restroom facilities; and
- 28.6.** If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 29. Employee Identification.** At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers and subcontractors once their work has been completed.
- 30. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.
- 31. Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 32. Site Access.** District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.
- 33. Access to Work.** District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.
- 34. Project Inspection.** Project inspection and acceptance of the Work shall be performed by Sacramento City Unified School District. Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the District's inspector reasonable opportunities for obtaining such information as may be necessary to keep her fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of

Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

35. Protection of Work and Property. Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

36. Occupancy. District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. No Disruption of Service. Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. Termination.

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded; (c) any transportation and storage costs incurred by Contractor in connection with a return of materials or equipment, with the exception of transportation and restocking fees and storage costs for solar panels; and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

- 39.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 39.2.3.** Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 39.3.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

40. Indemnification.

40.1. Indemnification by Contractor. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, actions, costs, and expenses of any kind, nature, and description, including, but not limited to, reasonable attorneys' fees, consultants' fees, and litigation costs (collectively, "losses") arising from third-party claims of personal injury, wrongful death, or property damage, to the extent such claims are caused by Contractor's active negligence or its performance or nonperformance under this Agreement; provided, however, in no event will Contractor be responsible for any losses arising from such claims to the extent such claims are caused by the District or third parties or other causes beyond Contractor's control. With regard to Contractor's duty to defend, the District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Indemnified Parties, provided that such acceptance shall not be unreasonably withheld.

40.2. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and

Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Two Million Dollars (\$2,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing

rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

46.1.3. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

46.2. COVID-19 Safety and Social Distancing Requirements: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements including, without limitation, Cal/OSHA's COVID-19 prevention emergency temporary standards and County Public Health Department Orders, relating to COVID-19 or other public health emergency/epidemic/pandemic compliance including, without limitation, preparing, posting, and implementing a Social Distancing Protocol, as required.

47. Non-Discrimination. Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

48. Environmental Financial Incentives. "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

49. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

50. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each

attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

If to District:

Sacramento City Unified School District
ATTN: Chris Ralston
425 1st Avenue
Sacramento, CA 95818
EML:chris-ralston@scusd.edu

If to Contractor:

Efficient Lighting Design
ATTN: Rick Konkell
101 Parkshore Drive
Folsom, CA 95630
EML: rkonkel@eld-inc.com

Any notice personally or email given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

56. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 57. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 58. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 59. Cooperation.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 60. Binding Contract.** This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.
- 61. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 62. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 63. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 64. Counterparts.** This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.
- 65. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 66. Entire Contract.** This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__
By: _____
Print Name: Janea Marking
Print Title: CBO
Address: 425 1st Ave, Sacramento, CA 95818
Telephone: 916-395-3970
E-Mail: janea-marking@scusd.edu

Efficient Lighting Design, Inc.

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Information regarding Contractor:

Proper Name: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: ____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF CLAIMS PROVISIONS

Exhibit "A"
Scope of Work

Contractor's entire Proposal is not made part of this Agreement.

LED LIGHTING PROJECT PHASE II

EXHIBIT A

Scope Of Work

Scope of Work

ABRAHAM LINCOLN

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-2DCFL,CANOPY	PRT30N,CANOPY	1
36	1-2DCFL,WP	WP2LED,WP	2
4	1-250HPS,WP	WP3LED,WP	3
4	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD AM WINN

Quantity	Existing Type	Retrofit Type	Fixture ID
14	1-50HPS,WP	WP2LED, WP	1
16	1-250HPS,WP	WP3LED WP	2
30	1-LED,RECESS	PRT30N CANOPY	3

Scope of Work

SCUSD H BANCROFT

Quantity	Existing Type	Retrofit Type	Fixture ID
21	1-42CFL,WP	WP2LED, WP	1
14	1-250HPS,WP	WP3LED WP	2
43	1-2DCFL,CANOPY	PRT30N CANOPY	3
1	1-400MH,FLOOD,SF	X17105,FLOOD,SF	4

Scope of Work

SCUSD THOMAS JEFFERSON

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-2DCFL,CANOPY	PRT30N CANOPY	1
6	1-50HPS,WP	WP2LED WP	2
12	1-70HPS,WP	WP3LED, WP	3
16	1-2DCFL,CANOPY	PRT30N	4
1	1-175MV,AREA,SF	A173T100,SF	5

Scope of Work

SCUSD AW MCCLASKY

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-50HPS,WP	WP2LED,WP	1
7	1-250HPS,WP	WP3LED WP	2
1	1-1000HPS,TR	X17205,TR	3
5	1-35LED,RECESS	PRT30N	4

Scope of Work

SCUSD TAHOE EL

Quantity	Existing Type	Retrofit Type	Fixture ID
16	1-42CFL,WP	WP2LED,WP	1
12	1-100HPS,WP	WP3LED WP	2
16	1-42CFL,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD HIRAM JOHNSON

Quantity	Existing Type	Retrofit Type	Fixture ID
240	2-4'T8,EB,VAPOR	PRT30N,CANOPY	1
60	1-150HPS,WP	WP3LED WP	2
62	1-70,HPS,CIRC,RECESS	PRT30N,VANDAL COVER	3
30	1-42CFL,WP	WP2LED,WP	4
40	1-250MH,AREA	A173T100,SF	5
24	8-4'T5HO,HB	IBG 36L/WG	6
46	4-4'T5HO,HB	IBG 18L,WG	7
30	2-4'T8,EB,WRAP,EMX	2-4'IF,ISL,EMX	8
2	1-1000HPS,FLOOD,TR	X17205,TR	9
6	1-70MH,FLOOD,SF	X1780,SF	10

Scope of Work

SCUSD EARL WARREN

Quantity	Existing Type	Retrofit Type	Fixture ID
43	1-42CFL,WP	WP2LED,WP	1
11	1-250HPS,WP	WP3LED WP	2
14	1-42CFL,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD JOSEPH BONNEHEIM

Quantity	Existing Type	Retrofit Type	Fixture ID
8	1-150HPS,WP	WP3LED,WP	1
43	1-50HPS,WP	WP2LED,WP	2
12	1-40LED,CANOPY	PRT30N,CANOPY	3
2	1-75LED,FLOOD,TR	X1780,SF	4
1	1-75LED,FLOOD,SF	X1780,SF	5

Scope of Work

SCUSD WEST CAMPUS

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-35LED,WP	WP2LED,WP WHITE	1
5	1-30LED,RECESS	PRT30/WHITE	2
16	1-100LED,AREA	A173T100,AREA	3
30	1-50HPS,WP	WP2LED,WP	4
3	1-50HPS,WP	WP2LED,WP	5
50	1-42CFL,WP	PRT30N,RELOCATE	6
2	1-80LED,FLOOD,SF	X1760,SF	7
95	1-50HPS,CANOPY	PRT30N	8
25	4-4'T5HO,HB	IBG 18L, WG	9
1	1-1000HPS,FLOOD,SF	X17205,SF	10

Scope of Work

SCUSD KEITH B KENNEY

Quantity	Existing Type	Retrofit Type	Fixture ID
165	2-42CFL, RECESS	PRT30N	1
24	1-250HPS, AREA	ALED5S78/WS	2
6	1-250HPS, AREA	A173T100	3
12	2-42CFL, RECESS	PRT30N/EMX	4
4	2-42CFL, WP	WP2LED	5

Scope of Work

SCUSD ELDER CREEK

Quantity	Existing Type	Retrofit Type	Fixture ID
52	1-50HPS, WP	WP2LED, WP	1
13	1-50HPS, CANOPY	PRT30N/CANOPY	2
9	1-150HPS, AREA	A173T100	3

Scope of Work

SCUSD ETHEL PHILIPS

Quantity	Existing Type	Retrofit Type	Fixture ID
24	1-50HPS,WP	WP2LED,WP	1
19	1-100HPS,CANOPY	PRT30N/CANOPY	2
11	1-25LED,RECESS	PRT30N	3
1	1-70HPS,FLODD,TR	X1780,FLOOD,TR	4

Scope of Work

SCUSD SUY:U

Quantity	Existing Type	Retrofit Type	Fixture ID
45	1-50HPS,WP	WP2LED,WP	1
5	1-250HPS,WP	WP3LED,WP	2
17	1-40LED,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD WILL C WOOD

Quantity	Existing Type	Retrofit Type	Fixture ID
166	1-2DCFL,CANOPY	PRT30N,CANOPY	1
12	1-250HPS,WP	WP3LED,WP	2
25	4-4'T5HO,HB	IBG 18L,WG	3
8	1-75R30,NPT	BULLET 12NW	4
31	1-50HPS,WP	WP2LED,WP	5
1	1-175MV,AREA SF	A17-3T100, SF	6

Scope of Work

SCUSD ETHEL BAKER

Quantity	Existing Type	Retrofit Type	Fixture ID
57	1-35LED,WP	WP2LED,WP	1
8	1-250HPS,WP	WP3LED WP	2

Scope of Work

SCUSD ALICE BIRNEY

Quantity	Existing Type	Retrofit Type	Fixture ID
32	1-2DCFL,CANOPY	PRT30N,CANOPY	1
31	1-42CFL,WP	WP2LED,WP	2
11	1-250HPS,WP	WP3LED,WP	3
1	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD SAM BRANNON

Quantity	Existing Type	Retrofit Type	Fixture ID
50	4-4'T5HO,HB	IBG 18L, WG	1
70	1-35LED,CANOPY	PRT30N,CANOPY	2
27	1-250HPS,WP	WP3LED,WP	3
4	1-70HPS,WP	WP2LED,WP	4
162	2-4'T8,EB,RECESS	2-4'IF,ISL,LENS	5
4	LED/EXIT/BB	NEW LEDEXIT/BB	6

Scope of Work

SCUSD PARKWAY EL

Quantity	Existing Type	Retrofit Type	Fixture ID
17	1-50HPS,WP	WP3LED,WP	1
47	1-50HPS,WP	WP2LED,WP	2
2	1-50HPS,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD JOHN SLOAT EL

Quantity	Existing Type	Retrofit Type	Fixture ID
26	1-70HPS,WP	WP2LED,WP	1
13	1-250HPS,WP	WP3LED,WP	2
7	1-50HPS,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD CAP CITY CHILDCARE

Quantity	Existing Type	Retrofit Type	Fixture ID
10	1-400HPS,AREA	A173T150,AREA	1
36	1-150HPS,WP	WP3LED,WP	2

Scope of Work

SCUSD HW HARKNESS

Quantity	Existing Type	Retrofit Type	Fixture ID
38	1-2DCFL,CANOPY	PRT30N,CANOPY	1
16	1-70HPS,WP	WP2LED,WP	2
5	1-250HPS,WP	WP3L2S,WP	3

Scope of Work

SCUSD WOODBINE

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-70HPS,WP	WP2LED,WP	1
34	1-50HPS,WP	WP2LED,WP	2

Scope of Work

SCUSD SERNA CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
400	2-4'T8U,EB,PAR	2-2'IF,ISN,RFL PRT8-2X2-AMW	1
317	2-18CFL,RECESS,6"	LBR6 LED	2
20	2-HAL,EMX	ELM2L LED	3
1676	2-4'T8,EB,PAR	2-4'IF,ISL	4
25	1-2DCFL,WALL SCONCE	LED SCONCE ECLS-L12.5 SCONCE	5
64	3-4'UT8,EB,DIMM	NEW LED DIMM	6
5	3-4'T8,EB,WRAP	3-4'IF,ISL	7
10	1-13CFL,MED	1-LED,MED	8
6	4-4'T8,EB	4-4'IF,ISL	9
14	1-70HPS,RECESS	1-VAN1OLED,WHITE	10
12	1-70HPS,BOLLARD,WHITE	LED BOLLARD BLEDR18	11
6	1-42CFL,WP	SLIM LED WP	12
1	1-250HPS,AREA,WALL MOUNT	NEW LED AREA IVELOT T3/75L/WM	13
40	CFL,RECESS,FIX	EMX	14
70	FOUR-FOOT EM INVERTER	NEW LED INVERTER	15

Scope of Work

SCUSD ENEROLLMENT CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
151	4-4'T8,EB	4-4'IF,ISL,2-BALLASTS	1
153	2-4'T8,EB	2-4'IF,ISL	2
4	4-4'T8,EB	2-4'IF,ISL	3
30	8-42CFL,HB	NEW RAB LED AEROBAY HB	4
6	3-4'T8,EB	2-4'IF,ISL	5
17	2-26CFL,WALL SCONCE	2-LED,HYB,LAMPS	6
18	2-26CF,RECESS	LR8,LED,RECESS	7
36	3-4'T8,EB,CENTER BASKET	3-4'IF,ISL	8

Scope of Work

MLK JR

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-70,HPS,WP	WP3LED	1
35	1-42,CFL,WP	WP2LED,WP	2
30	1-70,HPS,CANOPY	PRT30LED	3
2	1-250HPS,FLOOD,SF	X17105,SF	4

Scope of Work

SUSAN B ANTHONY

Quantity	Existing Type	Retrofit Type	Fixture ID
6	1-400MH,FLOOD,SF	X17105,SF	1
11	1-100HPS,WP	WP3LED	2
37	1-42CFL,WP	WP2LED	3
5	1-42CFL,CANOPY	PRT30	4

Scope of Work

SEQUOIA

Quantity	Existing Type	Retrofit Type	Fixture ID
15	1-42CFL,WP	WP2LED	1
25	1-70HPS,WP	WP3LED	2
30	1-70HPS,WP	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

Scope of Work

O W ERLEWYNE

Quantity	Existing Type	Retrofit Type	Fixture ID
15	1-42CFL,WP	WP2LED	1
16	1-100HPS,WP	WP3LED	2
41	1-42CFL,CANOPY	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

Scope of Work

JAMES MARSHALL

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-42CFL,WP	PRT30LED	1
57	1-42CFL,WP	WP2LED	2
4	1-100HPS,WP	WP3LED	3
22	1-400MH,AREA	A17100	4

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT)

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1.** HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;
- 2.** IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
PRINCIPAL	SURETY
_____	_____
BY	BY

	NAME OF CALIFORNIA AGENT OF SURETY

	ADDRESS OF CALIFORNIA AGENT OF SURETY

	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF
SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: Exterior Lighting LED retrofit **Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

List of Sites Receiving Work

Abraham Lincoln ES - Exterior
Alice Birney K8 - Exterior
AM Winn K8 - Exterior
AW Mc Clasky - Exterior
Cap City/Cap City Child Care - Exterior
Earl Warren ES - Exterior
Elder Creek ES - Exterior
Ethel I Baker ES - Exterior
Ethel Phillips ES - Exterior
Father Keith B Kenny ES - Exterior
H. Bancroft ES - Exterior
Hiram Johnson High School - Exterior and Gym
HW Harkness ES - Exterior
John Sloat - Exterior/Parking lot
New Joseph Bonnehim ES - Exterior
Pacific ES - Exterior
Parkway ES - Exterior
Peter Burnett ES - Exterior
Sam Brannon Middle - Exterior and Gym
Serna Center - interior
Tahoe Elementary ES - Exterior
Thomas Jefferson - CMP Charter - Exterior
West Campus High School - Exterior and Gym
Will C Wood - Exterior
Woodbine ES - Exterior

**NOTICE OF PUBLIC HEARING
ON SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENTERING INTO AN ENERGY SERVICE CONTRACT**

NOTICE IS HEREBY GIVEN of the intention of the Board of Education of the Sacramento City Unified School District ("District") to consider entering into an energy service contract ("Agreement") with Efficient Lighting Design Inc to provide energy audit and inventory and construct a lighting retrofitting project at multiple District campuses and properties, pursuant to the terms of Government Code section 4217.12.

The time for the public hearing on the intention of the Board to consider entering into the Agreement is **November 2, 2023, at 6:30 p.m.**, or as soon thereafter as practicable, during the Board's regular meeting. Board Meetings are held at the Serna Center, 5735 47th ave, Sacramento, CA 95824.

Public Comments will be limited to 2 minutes. In the event of several Public Comment requests, the Board reserves the right to lower the allotted time to 1 minutes.

At such time the testimony of all interested persons for or against the proposed Agreement will be heard. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. Any written protest shall be filed with the Clerk of the District on or before the time set for the hearing. The District may waive any irregularities in the form or content of any written notice and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn, in writing, at any time before the conclusion of the hearing.

DATED: October 12, 2023

Chris Ralston
Director III, Facilities Management
Sacramento City Unified School District

RESOLUTION NO. 3366
OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT TO AUTHORIZE AND APPROVE ENERGY SERVICES CONTRACT
WITH EFFICIENT LIGHTING DESIGN, INC.

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by constructing a lighting retrofit ("Project") at multiple District campuses and properties ("Premises");

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility," an "energy conservation facility" includes "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, based on qualifications and overall proposed Project cost and cost-savings, among other factors, the District has selected Efficient Lighting Design, inc. ("Provider") to perform and complete the Project pursuant to an energy services contract ("Contract");

WHEREAS, at the November 2, 2023, Board meeting, Provider represented that Provider's provision of the Project on the Premises will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District attached as **Exhibit 1** and made part hereof by this reference ("Analysis");

WHEREAS, in accordance with Government Code section 4217.12, on October 12, 2023, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on November 2, 2023, has held the public hearing and provided an opportunity for public comment on the Project;

WHEREAS, based on the Analysis by Provider, the anticipated cost to the District for the energy or conservation services provided by the energy conservation Project under the Contract will be less than the anticipated marginal cost to the District of the electrical or other energy that would have been consumed by the District in the absence of the Project; and

WHEREAS, the District desires to enter into the Contract with Provider, through which Provider would construct and install the Project pursuant to the terms and conditions of the Contract, a copy of which is attached hereto as **Exhibit 2**.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to the data provided in the Analysis, the Board hereby determines that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Section 4. That the Contract with Provider, in substantially the form attached hereto as **Exhibit 2**, is hereby approved.

Section 5. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

PASSED AND ADOPTED this 2 day of November, 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

Chinua Rhodes
President, Board of Education

ATTEST:

Lisa Allen
Superintendent

Exhibit 1

Analysis

TEN YEAR FINANCIAL ANALYSIS 2023 LED PHASE II CASH FLOW		
<i>Project Investment:</i> \$2,405,574		
<i>Utility Incentive:</i> \$131,571		
Net Investment less Incentive : \$2,274,003		
 <i>First Year Savings:</i> \$227,280		
<i>Maintenance Savings:</i> \$50,800		
 <i>Energy Inflation Rate:</i> 2.00%		
<i>Simple Payback:</i> 8.2		
<i>Internal Rate of Return:</i> 2%		
YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$227,280	\$227,280
TWO	\$231,826	\$231,826
THREE	\$236,462	\$236,462
FOUR	\$241,191	\$241,191
FIVE	\$246,015	\$246,015
SIX	\$250,935	\$250,935
SEVEN	\$255,954	\$255,954
EIGHT	\$261,073	\$261,073
NINE	\$266,295	\$266,295
TEN	\$271,621	\$271,621
TOTAL	\$2,488,653	\$2,488,653

Energy Conservation Measures

CAMPUS	PROJECT COST	ANNUAL SAVINGS	SMUD REBATE	COST MINUS REBATE	MAINTENANCE COST SAVINGS	SIMPLE PAYBACK Energy Savings Only (years)	SIMPLE PAYBACK All Savings (years)
ABRAHAM LINCOLN	\$33,662	\$2,825	\$1,490	\$32,172	\$465	11.4	9.8
AM WINN	\$38,088	\$4,013	\$1,960	\$36,128	\$600	9.0	7.8
H BANCROFT	\$50,087	\$4,471	\$2,160	\$47,927	\$800	10.7	9.1
THOMAS JEFFERSON	\$31,905	\$1,882	\$1,400	\$30,505	\$500	16.2	12.8
AW MCCLASKY	\$15,665	\$2,416	\$800	\$14,865	\$600	6.2	4.9
TAHOE	\$27,692	\$1,800	\$1,220	\$26,472	\$600	14.7	11.0
HIRAM JOHNSON	\$371,334	\$33,812	\$19,890	\$351,444	\$5,400	10.4	9.0
EARL WARREN	\$38,472	\$3,669	\$1,810	\$36,662	\$700	10.0	8.4
JOSEPH BONNEHEIM	\$36,798	\$2,851	\$1,760	\$35,038	\$700	12.3	9.9
WEST CAMPUS	\$170,878	\$10,638	\$7,945	\$162,933	\$2,400	15.3	12.5
KEITH B KENNEY	\$169,337	\$13,592	\$6,625	\$162,712	\$2,230	12.0	10.3
ELDER CREEK	\$41,500	\$3,418	\$2,255	\$39,245	\$750	11.5	9.4
ETHEL PHILIPS	\$33,651	\$2,489	\$1,575	\$32,076	\$550	12.9	10.6
SUY:U	\$37,280	\$2,984	\$1,725	\$35,555	\$700	11.9	9.7
WILL C WOOD	\$162,631	\$10,071	\$7,165	\$155,466	\$2,500	15.4	12.4
ETHEL BAKER	\$34,186	\$3,566	\$1,705	\$32,481	\$650	9.1	7.7
ALICE BIRNEY	\$44,992	\$3,896	\$1,960	\$43,032	\$750	11.0	9.3
SAM BRANNON	\$140,274	\$15,365	\$6,295	\$133,979	\$2,000	8.7	7.7
PARKWAY	\$35,607	\$2,378	\$1,820	\$33,787	\$660	14.2	11.1
JOHN SLOAT	\$29,270	\$4,164	\$1,280	\$27,990	\$600	6.7	5.9
CAP CITY CHILD CARE	\$35,311	\$7,278	\$2,560	\$32,751	\$600	4.5	4.2
HW HARKNESS	\$37,944	\$2,794	\$1,525	\$36,419	\$600	13.0	10.7
WOODBINE	\$26,451	\$2,274	\$1,300	\$25,151	\$600	11.1	8.8
SERNA CENTER / ENROLLMENT CENTER	\$533,971	\$62,879	\$40,656	\$493,315	\$22,095	7.8	5.8
MARTIN LUTHER	\$41,717	\$3,223	\$2,205	\$39,512	\$500	12.3	10.6

KING JR							
SUSAN B ANTHONY	\$32,138	\$3,205	\$1,855	\$30,283	\$425	9.4	8.3
SEQUOIA	\$46,041	\$3,692	\$2,825	\$43,216	\$525	11.7	10.2
O W ERLEWYNE	\$46,870	\$3,024	\$2,030	\$44,840	\$625	14.8	12.3
JAMES MARSHALL	\$61,822	\$8,611	\$3,775	\$58,047	\$675	6.7	6.3
TOTAL	\$2,405,574	\$227,280	\$131,571	\$2,274,003	\$50,800	10.0	8.2
Project Management	Incl						
Bonds	\$56,850						
CONTRACT TOTAL	\$2,330,853						

Exhibit 2

Contract

[Attach starting on next page]

**ENERGY SERVICES CONTRACT
FOR DISTRICT-WIDE LIGHTING PROJECT**

This agreement ("Agreement"), dated as of November 2, 2023 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, the District is a public agency under the provision of Government Code section 4217.10 *et seq.* pertaining to energy service contracts;

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an 'energy conservation facility,'" including "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by installing new LED lighting fixtures ("Project");

WHEREAS, the Parties intend to enter into this energy service contract as defined by Government Code section 4217.11 ("Agreement");

WHEREAS, Contractor represents that it has the expertise and experience to perform the services set forth in this Agreement; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

- 1. Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The Work will be performed at various locations (exhibit 3) (collectively, "Site").

2. Term. It is hereby understood and agreed that the work under this contract shall be completed by August 30, 2024 ("Term"). Should the Contractor fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

3. Liquidated Damages. Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, as "Liquidated Damages," Contractor agrees that it shall pay to the District for each Site, the sum of One Hundred Dollars (\$100) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the Liquidated Damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

4. Grants/Rebates/Incentives. Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for the rebates on terms satisfactory to the District on its sole discretion, the District may terminate this Agreement for convenience pursuant to the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; CONTINUED ON FOLLOWING PAGE.]

5. Contract Documents. The following documents comprise the "Contract Documents" for the Work under this Agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Criminal Background Investigation/
Fingerprinting Certification |
| <input type="checkbox"/> Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Insurance Certificates and
Endorsements |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Prevailing Wage and Related Labor
Requirements Certification | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Tobacco-Free Environment
Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Hazardous Materials Certification | |
| <input checked="" type="checkbox"/> Lead-Based Materials Certification | |

The complete Agreement consists of all Contract Documents as identified above and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

6. Submittal of Documents.

- 6.1.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.
- 6.2.** Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier.
- 6.3.** Contractor shall prepare and submit the project schedule within fifteen (15) days after the Notice to Proceed.

- 7. Compensation.** As compensation for the Work, the District shall pay to the Contractor TWO MILLION, THREE HUNDRED THIRTY THOUSAND, EIGHT HUNDRED FIFTY THREE DOLLARS; \$2,330,853.00, as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").
- 8. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 9. Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered and services performed under the Agreement as of the date of submission per a schedule of values to be agreed upon by the Parties ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or by the Completion date, whichever is applicable; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) unauthorized deviations from the Agreement; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 11. Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction

of the District in connection with the performance of the Work, (ii) performing Work that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. . Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner of degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. Licensing. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <http://www.cslb.ca.gov>, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. Registration as Public Works Contractor: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. Standard of Care. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Solar Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15.1. Energy Conservation. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services.

17. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the System, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

Except as provided above, the District shall not change or use any fully or partially completed documents without Contractor's express written consent. In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then, in addition to any remedies to which Contractor is entitled in law or equity, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. Notice to Proceed with Work. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. Site Examination. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

20. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

20.1. Anti-Trust Claim. Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

20.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of ten (10) years from filing the Notice of Completion for each Project Site with the county in which the Project Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all my otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Total Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of

the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>_____ Calendar Days</u>	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; CONTINUED ON FOLLOWING PAGE]

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. The amount submitted on the Application for Payment shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Contractor in any manner which is permissible under the law. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

28.1. All site visits shall be arranged through the District;

- 28.2.** Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 28.3.** Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 28.4.** Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 28.5.** Consultant and Consultant's employees shall not use student restroom facilities; and
- 28.6.** If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 29. Employee Identification.** At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers and subcontractors once their work has been completed.
- 30. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.
- 31. Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 32. Site Access.** District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.
- 33. Access to Work.** District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.
- 34. Project Inspection.** Project inspection and acceptance of the Work shall be performed by Sacramento City Unified School District. Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the District's inspector reasonable opportunities for obtaining such information as may be necessary to keep her fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of

Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

35. Protection of Work and Property. Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

36. Occupancy. District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. No Disruption of Service. Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. Termination.

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded; (c) any transportation and storage costs incurred by Contractor in connection with a return of materials or equipment, with the exception of transportation and restocking fees and storage costs for solar panels; and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

- 39.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 39.2.3.** Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 39.3.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

40. Indemnification.

40.1. Indemnification by Contractor. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, actions, costs, and expenses of any kind, nature, and description, including, but not limited to, reasonable attorneys' fees, consultants' fees, and litigation costs (collectively, "losses") arising from third-party claims of personal injury, wrongful death, or property damage, to the extent such claims are caused by Contractor's active negligence or its performance or nonperformance under this Agreement; provided, however, in no event will Contractor be responsible for any losses arising from such claims to the extent such claims are caused by the District or third parties or other causes beyond Contractor's control. With regard to Contractor's duty to defend, the District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Indemnified Parties, provided that such acceptance shall not be unreasonably withheld.

40.2. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and

Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Two Million Dollars (\$2,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing

rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

46.1.3. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

46.2. COVID-19 Safety and Social Distancing Requirements: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements including, without limitation, Cal/OSHA's COVID-19 prevention emergency temporary standards and County Public Health Department Orders, relating to COVID-19 or other public health emergency/epidemic/pandemic compliance including, without limitation, preparing, posting, and implementing a Social Distancing Protocol, as required.

47. Non-Discrimination. Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

48. Environmental Financial Incentives. "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

49. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

50. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each

attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

If to District:

Sacramento City Unified School District
ATTN: Chris Ralston
425 1st Avenue
Sacramento, CA 95818
EML:chris-ralston@scusd.edu

If to Contractor:

Efficient Lighting Design
ATTN: Rick Konkell
101 Parkshore Drive
Folsom, CA 95630
EML: rkonkel@eld-inc.com

Any notice personally or email given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

56. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 57. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 58. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 59. Cooperation.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 60. Binding Contract.** This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.
- 61. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 62. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 63. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 64. Counterparts.** This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.
- 65. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 66. Entire Contract.** This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__
By: _____
Print Name: Janea Marking
Print Title: CBO
Address: 425 1st Ave, Sacramento, CA 95818
Telephone: 916-395-3970
E-Mail: janea-marking@scusd.edu

Efficient Lighting Design, Inc.

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Information regarding Contractor:

Proper Name: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: ____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF CLAIMS PROVISIONS

Exhibit "A"
Scope of Work

Contractor's entire Proposal is not made part of this Agreement.

LED LIGHTING PROJECT PHASE II

EXHIBIT A

Scope Of Work

Scope of Work

ABRAHAM LINCOLN

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-2DCFL,CANOPY	PRT30N,CANOPY	1
36	1-2DCFL,WP	WP2LED,WP	2
4	1-250HPS,WP	WP3LED,WP	3
4	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD AM WINN

Quantity	Existing Type	Retrofit Type	Fixture ID
14	1-50HPS,WP	WP2LED, WP	1
16	1-250HPS,WP	WP3LED WP	2
30	1-LED,RECESS	PRT30N CANOPY	3

Scope of Work

SCUSD H BANCROFT

Quantity	Existing Type	Retrofit Type	Fixture ID
21	1-42CFL,WP	WP2LED, WP	1
14	1-250HPS,WP	WP3LED WP	2
43	1-2DCFL,CANOPY	PRT30N CANOPY	3
1	1-400MH,FLOOD,SF	X17105,FLOOD,SF	4

Scope of Work

SCUSD THOMAS JEFFERSON

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-2DCFL,CANOPY	PRT30N CANOPY	1
6	1-50HPS,WP	WP2LED WP	2
12	1-70HPS,WP	WP3LED, WP	3
16	1-2DCFL,CANOPY	PRT30N	4
1	1-175MV,AREA,SF	A173T100,SF	5

Scope of Work

SCUSD AW MCCLASKY

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-50HPS,WP	WP2LED,WP	1
7	1-250HPS,WP	WP3LED WP	2
1	1-1000HPS,TR	X17205,TR	3
5	1-35LED,RECESS	PRT30N	4

Scope of Work

SCUSD TAHOE EL

Quantity	Existing Type	Retrofit Type	Fixture ID
16	1-42CFL,WP	WP2LED,WP	1
12	1-100HPS,WP	WP3LED WP	2
16	1-42CFL,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD HIRAM JOHNSON

Quantity	Existing Type	Retrofit Type	Fixture ID
240	2-4'T8,EB,VAPOR	PRT30N,CANOPY	1
60	1-150HPS,WP	WP3LED WP	2
62	1-70,HPS,CIRC,RECESS	PRT30N,VANDAL COVER	3
30	1-42CFL,WP	WP2LED,WP	4
40	1-250MH,AREA	A173T100,SF	5
24	8-4'T5HO,HB	IBG 36L/WG	6
46	4-4'T5HO,HB	IBG 18L,WG	7
30	2-4'T8,EB,WRAP,EMX	2-4'IF,ISL,EMX	8
2	1-1000HPS,FLOOD,TR	X17205,TR	9
6	1-70MH,FLOOD,SF	X1780,SF	10

Scope of Work

SCUSD EARL WARREN

Quantity	Existing Type	Retrofit Type	Fixture ID
43	1-42CFL,WP	WP2LED,WP	1
11	1-250HPS,WP	WP3LED WP	2
14	1-42CFL,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD JOSEPH BONNEHEIM

Quantity	Existing Type	Retrofit Type	Fixture ID
8	1-150HPS,WP	WP3LED,WP	1
43	1-50HPS,WP	WP2LED,WP	2
12	1-40LED,CANOPY	PRT30N,CANOPY	3
2	1-75LED,FLOOD,TR	X1780,SF	4
1	1-75LED,FLOOD,SF	X1780,SF	5

Scope of Work

SCUSD WEST CAMPUS

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-35LED,WP	WP2LED,WP WHITE	1
5	1-30LED,RECESS	PRT30/WHITE	2
16	1-100LED,AREA	A173T100,AREA	3
30	1-50HPS,WP	WP2LED,WP	4
3	1-50HPS,WP	WP2LED,WP	5
50	1-42CFL,WP	PRT30N,RELOCATE	6
2	1-80LED,FLOOD,SF	X1760,SF	7
95	1-50HPS,CANOPY	PRT30N	8
25	4-4'T5HO,HB	IBG 18L, WG	9
1	1-1000HPS,FLOOD,SF	X17205,SF	10

Scope of Work

SCUSD KEITH B KENNEY

Quantity	Existing Type	Retrofit Type	Fixture ID
165	2-42CFL, RECESS	PRT30N	1
24	1-250HPS, AREA	ALED5S78/WS	2
6	1-250HPS, AREA	A173T100	3
12	2-42CFL, RECESS	PRT30N/EMX	4
4	2-42CFL, WP	WP2LED	5

Scope of Work

SCUSD ELDER CREEK

Quantity	Existing Type	Retrofit Type	Fixture ID
52	1-50HPS, WP	WP2LED, WP	1
13	1-50HPS, CANOPY	PRT30N/CANOPY	2
9	1-150HPS, AREA	A173T100	3

Scope of Work

SCUSD ETHEL PHILIPS

Quantity	Existing Type	Retrofit Type	Fixture ID
24	1-50HPS,WP	WP2LED,WP	1
19	1-100HPS,CANOPY	PRT30N/CANOPY	2
11	1-25LED,RECESS	PRT30N	3
1	1-70HPS,FLODD,TR	X1780,FLOOD,TR	4

Scope of Work

SCUSD SUY:U

Quantity	Existing Type	Retrofit Type	Fixture ID
45	1-50HPS,WP	WP2LED,WP	1
5	1-250HPS,WP	WP3LED,WP	2
17	1-40LED,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD WILL C WOOD

Quantity	Existing Type	Retrofit Type	Fixture ID
166	1-2DCFL,CANOPY	PRT30N,CANOPY	1
12	1-250HPS,WP	WP3LED,WP	2
25	4-4'T5HO,HB	IBG 18L,WG	3
8	1-75R30,NPT	BULLET 12NW	4
31	1-50HPS,WP	WP2LED,WP	5
1	1-175MV,AREA SF	A17-3T100, SF	6

Scope of Work

SCUSD ETHEL BAKER

Quantity	Existing Type	Retrofit Type	Fixture ID
57	1-35LED,WP	WP2LED,WP	1
8	1-250HPS,WP	WP3LED WP	2

Scope of Work

SCUSD ALICE BIRNEY

Quantity	Existing Type	Retrofit Type	Fixture ID
32	1-2DCFL,CANOPY	PRT30N,CANOPY	1
31	1-42CFL,WP	WP2LED,WP	2
11	1-250HPS,WP	WP3LED,WP	3
1	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD SAM BRANNON

Quantity	Existing Type	Retrofit Type	Fixture ID
50	4-4'T5HO,HB	IBG 18L, WG	1
70	1-35LED,CANOPY	PRT30N,CANOPY	2
27	1-250HPS,WP	WP3LED,WP	3
4	1-70HPS,WP	WP2LED,WP	4
162	2-4'T8,EB,RECESS	2-4'IF,ISL,LENS	5
4	LED/EXIT/BB	NEW LEDEXIT/BB	6

Scope of Work

SCUSD PARKWAY EL

Quantity	Existing Type	Retrofit Type	Fixture ID
17	1-50HPS,WP	WP3LED,WP	1
47	1-50HPS,WP	WP2LED,WP	2
2	1-50HPS,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD JOHN SLOAT EL

Quantity	Existing Type	Retrofit Type	Fixture ID
26	1-70HPS,WP	WP2LED,WP	1
13	1-250HPS,WP	WP3LED,WP	2
7	1-50HPS,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD CAP CITY CHILDCARE

Quantity	Existing Type	Retrofit Type	Fixture ID
10	1-400HPS,AREA	A173T150,AREA	1
36	1-150HPS,WP	WP3LED,WP	2

Scope of Work

SCUSD HW HARKNESS

Quantity	Existing Type	Retrofit Type	Fixture ID
38	1-2DCFL,CANOPY	PRT30N,CANOPY	1
16	1-70HPS,WP	WP2LED,WP	2
5	1-250HPS,WP	WP3L2S,WP	3

Scope of Work

SCUSD WOODBINE

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-70HPS,WP	WP2LED,WP	1
34	1-50HPS,WP	WP2LED,WP	2

Scope of Work

SCUSD SERNA CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
400	2-4'T8U,EB,PAR	2-2'IF,ISN,RFL PRT8-2X2-AMW	1
317	2-18CFL,RECESS,6"	LBR6 LED	2
20	2-HAL,EMX	ELM2L LED	3
1676	2-4'T8,EB,PAR	2-4'IF,ISL	4
25	1-2DCFL,WALL SCONCE	LED SCONCE ECLS-L12.5 SCONCE	5
64	3-4'UT8,EB,DIMM	NEW LED DIMM	6
5	3-4'T8,EB,WRAP	3-4'IF,ISL	7
10	1-13CFL,MED	1-LED,MED	8
6	4-4'T8,EB	4-4'IF,ISL	9
14	1-70HPS,RECESS	1-VAN1OLED,WHITE	10
12	1-70HPS,BOLLARD,WHITE	LED BOLLARD BLEDR18	11
6	1-42CFL,WP	SLIM LED WP	12
1	1-250HPS,AREA,WALL MOUNT	NEW LED AREA IVELOT T3/75L/WM	13
40	CFL,RECESS,FIX	EMX	14
70	FOUR-FOOT EM INVERTER	NEW LED INVERTER	15

Scope of Work

SCUSD ENEROLLMENT CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
151	4-4'T8,EB	4-4'IF,ISL,2-BALLASTS	1
153	2-4'T8,EB	2-4'IF,ISL	2
4	4-4'T8,EB	2-4'IF,ISL	3
30	8-42CFL,HB	NEW RAB LED AEROBAY HB	4
6	3-4'T8,EB	2-4'IF,ISL	5
17	2-26CFL,WALL SCONCE	2-LED,HYB,LAMPS	6
18	2-26CF,RECESS	LR8,LED,RECESS	7
36	3-4'T8,EB,CENTER BASKET	3-4'IF,ISL	8

Scope of Work

MLK JR

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-70,HPS,WP	WP3LED	1
35	1-42,CFL,WP	WP2LED,WP	2
30	1-70,HPS,CANOPY	PRT30LED	3
2	1-250HPS,FLOOD,SF	X17105,SF	4

Scope of Work

SUSAN B ANTHONY

Quantity	Existing Type	Retrofit Type	Fixture ID
6	1-400MH,FLOOD,SF	X17105,SF	1
11	1-100HPS,WP	WP3LED	2
37	1-42CFL,WP	WP2LED	3
5	1-42CFL,CANOPY	PRT30	4

Scope of Work

SEQUOIA

Quantity	Existing Type	Retrofit Type	Fixture ID
15	1-42CFL,WP	WP2LED	1
25	1-70HPS,WP	WP3LED	2
30	1-70HPS,WP	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

Scope of Work

O W ERLEWYNE

Quantity	Existing Type	Retrofit Type	Fixture ID
15	1-42CFL,WP	WP2LED	1
16	1-100HPS,WP	WP3LED	2
41	1-42CFL,CANOPY	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

Scope of Work

JAMES MARSHALL

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-42CFL,WP	PRT30LED	1
57	1-42CFL,WP	WP2LED	2
4	1-100HPS,WP	WP3LED	3
22	1-400MH,AREA	A17100	4

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT)

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1.** HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;
- 2.** IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
PRINCIPAL	SURETY
_____	_____
BY	BY

	NAME OF CALIFORNIA AGENT OF SURETY

	ADDRESS OF CALIFORNIA AGENT OF SURETY

	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF
SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: Exterior Lighting LED retrofit **Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: November 2, 2023

Subject: Facilities Plan Update

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

Division: Facility Support Services

Recommendation: Provide an update on the Facilities Plan's implementation since initially approved by the Board of Education in October 2021.

Background/Rationale: A Facilities Plan is a collection of data that serves as a basis for planning future facilities improvements, and providing a rationale to the school community and public for the use of capital project funds. The data most readily utilized in traditional facilities plans is current facilities condition and enrollment or capacity trends in district facilities. Unfortunately, this can lead to the prioritization of capital improvement funds being spent in affluent neighborhoods that witness enrollment growth at the expense of neighborhood schools in historically marginalized neighborhoods that witness continued enrollment declines and disinvestment.

The Sacramento City Board of Education witnessed previous capital project dollars that were spent inequitably and directed staff to develop "a clear system of accountability to the public including...the development of internal District equity indices to help identify funding priorities based on level of need" (Board Resolution 3113, 2019). This created an equity framework to prioritize capital projects in marginalized neighborhoods.

The Board passed the equity-based Facilities Plan in October 2021 that called for the funding of major modernizations in neighborhoods that had been previously overlooked. This Board presentation provides the Board and community an update on how the Facilities Plan has been used to address previous inequities in capital project funding.

Financial Considerations: The District's Facilities Plan provides the assessments, educational planning assessment, vision, and criteria to develop the capital project priority list.

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

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Janae Ranking, Chief Business and Operations Officer

Nathaniel Browning, Director I of Facilities

Approved by: Lisa Allen, Superintendent

Board of Education Executive Summary

Facilities Support Services

Facilities Plan Update

November 2, 2023



I. Overview/History of Department or Program:

The SCUSD Facilities Plan (“Plan”) was approved by the Board in October 2021 and includes a comprehensive set of data used to prioritize capital improvement projects, including Measure H general obligation bonds. During the March 2020 election, Sacramento City USD voters approved Measure H, the District’s \$750 million bond proposal, to provide safe, environmentally adaptable, modern schools and playfields through an equitable framework.

The District’s Facilities Plan website remains available to the public and can be found at <https://scusd-fmp.webflow.io/>.

Board Resolution 3113 (2019) calling for the Measure H campaign required “a clear system of accountability to the public including...the development of internal District equity indices to help identify funding priorities based on level of need.” Furthermore, the Plan’s Community Steering Committee—consisting of community members, academics, and staff—developed Four Principles to continue to guide the work of Facilities staff throughout the Plan’s development and implementation processes. Those Four Principles were developed to effectively “confront and interrupt inequities that exist” and to begin to “level the playing field” in ways that are consistent with the Local Control and Accountability Plan’s (LCAP) guiding principle to “improve outcomes for all students and close the significant performance gaps between student groups.” Those Four Principles include:

1. Ensure that the voices of students, parents, and community members – all of whom have informed insights and knowledge – inform District planning.
2. Utilize student, neighborhood, and school site demographic data, as enrollment numbers.
3. Closely align the goals of the LCAP, which has been collectively developed with parents, students, and community members, with facilities priorities in ways that in turn prioritize the same student groups as identified in the LCAP.
4. Be visionary as well as practical (e.g., fully implement even modest projects, set baseline standards for all schools, and account for long-term maintenance and operations).

The Plan itself consists of the following four components:

1. Campus assessments.
2. Educational specifications outlined by the District’s “educational petals.”
3. Equity index based on student populations identified within the Local Control and Accountability Plan (LCAP) and neighborhood opportunity indicators.
4. Project Priority Methodology that outlines two types of construction project categories: Type A and Type B.

Campus Assessments

Campus assessments identified facility deficiencies in areas of safety, elements not meeting accessibility requirements, additional elements within the learning environment that may be improved, and the identification of potential energy upgrades. Each facility was objectively measured by its Facilities Condition Index (FCI), the FCI is the projected cost of deferred maintenance for the next ten years divided by the current replacement value of the facility.

Board of Education Executive Summary

Facilities Support Services

Facilities Plan Update

November 2, 2023



Six Educational Petals

The six “educational petals” are research-based recommendations for facility improvements. The petals include the following categories:

- 1) Learning Environments,
- 2) Safety and Security,
- 3) Inquiry and Experiential Learning,
- 4) Individualized Support,
- 5) Fitness and Athletics, and
- 6) Dining and Nutrition.

Equity Index

An additional unique component of SCUSD’s Plan is the “equity index,” a data-informed tool to identify Type B projects. The equity index utilized data from the District’s LCAP as well and neighborhood data, which allowed staff to identify schools in historically marginalized communities and schools with a high proportion of student groups identified within the District’s LCAP. The Plan, due to the equity index component, will be recognized by the California School Boards Association (CSBA) in November 2023 for the Golden Bell Award for Equity and Access. Additionally, the Plan received the Leroy Greene Memorial Award from the Coalition of Adequate School Housing (CASH) in the spring of 2022, their highest honor.

Project Type A and Type B

Two project types were defined in the Plan; Type A projects and Type B projects. Type A projects would address deferred maintenance and liability issues at individual school sites. Type B projects, which were identified as the “vision” projects. Vision projects include design features outlined by the six educational petals that will lead to improved learning outcomes. Type B projects are envisioned to replace an existing school with new construction, or significantly renovate an existing school.

Four Principles Developed by the Core Planning Group

The Core Planning Group that participated in the facilities planning process developed Four Principles to guide the work of Facilities staff throughout the development and implementation process. These Four Principles were developed to effectively “confront and interrupt inequities that exist” and to begin to “level the playing field” in ways that are consistent with the Local Control and Accountability Plan’s (LCAP) guiding principle to “improve outcomes for all students and close the significant performance gaps between student groups.”

Current Projects

The District is in the early construction phase of the first three (Type B) vision projects. All three projects are elementary schools, have a high concentration of LCAP target student groups, and all are in neighborhoods that are classified as High Segregation & Poverty by the [Berkeley TCAC Opportunity Index](#). Those three projects include:

- Edward Kemble/Cesar Chavez Elementary Schools (both elementary schools share a single property and are considered one project).
- Nicholas Elementary School

Board of Education Executive Summary

Facilities Support Services

Facilities Plan Update

November 2, 2023



- Oak Ridge Elementary School

More information on the initial three projects outlined above can be found in the [February 16, 2023 Board Agenda Packet](#).

The District has also identified the next three (Type B) vision projects, and initial design of those projects is just now starting to get underway. These three new projects also have a high concentration of LCAP target student groups, and all are in neighborhoods that are classified as High Segregation & Poverty by the Berkeley TCAC Opportunity Index. Those three projects include:

- Pacific Elementary
- Bowling Green McCoy & Chacon (both elementary schools share a single property and are considered one project. They both are under one charter.)
- Fern Bacon Middle School

Pacific Elementary Statistics

- Ranked 38 for concentration of LCAP target students out of 80 schools (including independent charters).
- 45% EL; 97% BIPOC; 5% students with Individualized Education Programs (IEPs).
- Located within a neighborhood classified as High Segregation & Poverty by the Berkeley Opportunity Index.
- Pacific is meeting one, and partially meeting three of the six education petals.
- Other criteria considered when selecting this project:
 - Pacific Elementary was originally built in 1951 and consists of one-third portable classrooms on a 9.4-acre parcel located near the 47th Ave onramp to northbound Highway 99. The property is very close to the freeway (which would not be acceptable under today's code requirements for new schools) and has an awkward and inefficient layout. This project will help address issues related to freeway proximity, improve neighborhood traffic congestion and replace a failing storm water sewer pump that services the entire site. The school currently houses about 650 students.

Bowling Green Charters Statistics

- Ranked 10th for concentration of LCAP target students out of 80 schools (including independent charters).
- 46% EL; 98% BIPOC; 11% Students with IEPs.
- Located within a neighborhood classified as High Segregation & Poverty by the Berkeley Opportunity Index.
- Both schools are partially meeting two of the six education petals.
- Other criteria considered when selecting this project:
 - The Bowling Green site has two schools that are seen as separate by the District, but are under one charter and viewed as one Local Educational Agency by the State. Together, they serve about 700 students. The 21-acres parcel is immediately adjacent to the Fern

Board of Education Executive Summary

Facilities Support Services

Facilities Plan Update

November 2, 2023



Bacon Middle School property and also contains an outdated Occupational Therapy building that is not currently used by the District due to its age and condition. The Chacon program is located in 100% portables with an expansive blacktop and oddly placed playground that does not make it conducive to the program. The McCoy campus has extensive needs for deferred maintenance.

Fern Bacon Middle School Statistics

- Ranked 4th for the concentration of LCAP target students out of 80 schools (including independent charters).
- 33% EL; 96% BIPOC; 15% Students with IEPs.
- Located within a neighborhood classified as High Segregation & Poverty by the Berkeley Opportunity Index.
- Fern Bacon is exceeding one, meeting one, and partially meeting three of the six education petals.
- Other criteria considered when selecting this project:
 - Fern Bacon is the District's middle school with the highest concentration of LCAP identified students and is one of two middle schools that is located in a neighborhood classified as High Segregation & Poverty. It also shares a boundary with the Bowling Green site. This project will be a modernization rather than a complete rebuild like the other sites identified above.

II. Driving Governance:

Board Policy 7110 requires the District to maintain a facilities master plan, including priorities and funding needs.

Board Resolution 3113 outlines allowable bond projects under Measure H. It calls for "a clear system of accountability to the public including...the development of internal District equity indices to help identify funding priorities based on level of need."

III. Budget:

The Facilities Plan will help the District prioritize capital improvement projects. Specific project budgets will be shared in future Board presentations as additional projects are identified.

IV. Goals, Objectives and Measures:

To provide safe, environmentally adaptable, modern schools and playfields.

V. Major Initiatives:

The award-winning Plan includes Facilities Condition Assessments and an equity index to identify funding priorities. The equity index includes demographic data from District neighborhoods and student data from the Local Control and Accountability Plan (LCAP). These three components drive how projects are identified within the District's capital projects planning.

VI. Results:

Board of Education Executive Summary

Facilities Support Services

Facilities Plan Update

November 2, 2023



The design of the Plan and the Four Principles developed by the District's Steering Committee provide a robust rubric for staff as they implement capital projects within the District. Staff is committed to creating an authentic engagement with families, students, and neighborhood leaders in the design of these projects.

Community meetings for these three new projects will begin in the new future in order to gain the communities' imprint on the schools design.

VII. Lessons Learned/Next Steps:

The new projects outlined above are expected to kick off construction during the summer of 2025 and are to be completed by the start of the 2027 school year (tentatively). Architects have been selected for two of three projects, and initial programming and design will be starting immediately.

Facilities staff will follow the robust community engagement efforts that were developed during the first round of school design efforts for Nicholas, Oak Ridge and Kemble/Chavez. More information around those engagement efforts once the initial design teams and programming efforts are finalized for the three new projects.

Driving community participation is mission critical to current and future projects.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 11.2

Meeting Date: November 2, 2023

Subject: **Approval of 2023 General Obligation Refunding Bonds in a Maximum Principal Amount of \$201.85 Million**

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

Division: Business Services

Recommendation: Approve Resolution No. 3363 titled “RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE AND SALE OF ITS 2023 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO HUNDRED ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND AUTHORIZING THE TENDER OF CERTAIN GENERAL OBLIGATION BONDS OF THE DISTRICT”

Background/Rationale: District staff proposes to issue 2023 General Obligation Refunding Bonds, in a principal amount not-to-exceed \$201.85 million dollars (“Bonds”). The Bonds are proposed to be issued to achieve debt service savings to the District’s taxpayers through (1) the refunding of the District’s outstanding 2013 Series A Bonds, and (2) a tender offer, for the tender and cancellation of certain targeted general obligation bonds of the District that are not currently eligible for refunding on a tax-exempt basis.

Dale Scott & Company serves as the District’s Municipal Advisor and will advise the District during the issuance of the Bonds. Loop Capital Markets is proposed to serve as underwriter for the Bonds and Loop Capital Markets will also serve as “Dealer Manager” relating to the tender offer. Dannis Woliver Kelley serves as the District’s bond counsel and disclosure counsel. Depending on market conditions, the Bonds are expected to be sold in mid-November 2023, with a closing expected in late-November 2023.

Financial Considerations: The costs of issuance for the Bonds will be paid from proceeds of the Bond issue and no such costs will be paid from the District’s general fund. Disclosures of such estimated costs are set forth in the Resolution as an exhibit. Principal of and interest on the Bonds is paid from the collection of *ad valorem* taxes collected by the County from taxpayers in the District.

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

Documents Attached:

1. Resolution
2. Bond Purchase Agreement
3. Preliminary Official Statement
4. Escrow Agreement
5. Invitation to Tender
6. Dealer Manager Agreement

Estimated Time: 10 minutes
Submitted by: Janea Marking, Chief Business and Operations Officer
Approved by: Lisa Allen, Interim Superintendent

RESOLUTION NO. 3363
RESOLUTION OF THE BOARD OF EDUCATION OF
THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
AUTHORIZING THE ISSUANCE AND SALE OF ITS
2023 GENERAL OBLIGATION REFUNDING BONDS
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
TWO HUNDRED ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS
AND AUTHORIZING THE TENDER OF CERTAIN
GENERAL OBLIGATION BONDS OF THE DISTRICT

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	3
SECTION 2. RULES OF CONSTRUCTION.....	7
SECTION 3. AUTHORITY FOR THIS RESOLUTION.....	7
SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT.....	7
SECTION 5. TERMS AND CONDITIONS OF SALE.....	7
SECTION 6. DESIGNATION OF FINANCE TEAM.....	7
SECTION 7. TERMS OF BONDS.....	8
SECTION 8. APPROVAL OF BOND PURCHASE AGREEMENT.....	8
SECTION 9. OFFICIAL STATEMENT.....	8
SECTION 10. APPROVAL OF ESCROW AGREEMENT.....	9
SECTION 11. APPROVAL OF INVITATION TO TENDER.....	9
SECTION 12. APPROVAL OF DEALER MANAGER AGREEMENT.....	9
SECTION 13. AUTHORIZATION OF OFFICERS.....	10
SECTION 14. USE OF BOND PROCEEDS.....	10
SECTION 15. DESIGNATION AND FORM; PAYMENT.....	10
SECTION 16. DESCRIPTION OF THE BONDS.....	10
SECTION 17. BOOK-ENTRY SYSTEM.....	11
SECTION 18. EXECUTION OF THE BONDS.....	13
SECTION 19. TRANSFER AND EXCHANGE.....	13
SECTION 20. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.....	14
SECTION 21. BOND REGISTER.....	14
SECTION 22. UNCLAIMED MONEY.....	14
SECTION 23. PAYMENT AND SECURITY FOR THE BONDS.....	15
SECTION 24. DEBT SERVICE FUND.....	15
SECTION 25. ESTABLISHMENT AND APPLICATION OF EXCESS EARNINGS FUND.....	15
SECTION 26. PAYMENT OF COSTS OF ISSUANCE.....	16
SECTION 27. ESTABLISHMENT OF ADDITIONAL FUNDS AND ACCOUNTS.....	16
SECTION 28. REDEMPTION.....	16
SECTION 29. SELECTION OF BONDS FOR REDEMPTION.....	16
SECTION 30. NOTICE OF REDEMPTION.....	16
SECTION 31. PARTIAL REDEMPTION OF BONDS.....	17
SECTION 32. EFFECT OF NOTICE OF REDEMPTION.....	17
SECTION 33. RIGHT TO RESCIND NOTICE.....	18
SECTION 34. PAYING AGENT, APPOINTMENT AND ACCEPTANCE OF DUTIES.....	18
SECTION 35. LIABILITY OF PAYING AGENT.....	18
SECTION 36. EVIDENCE ON WHICH PAYING AGENT MAY ACT.....	18
SECTION 37. COMPENSATION.....	19
SECTION 38. OWNERSHIP OF BONDS PERMITTED.....	19
SECTION 39. RESIGNATION OR REMOVAL OF PAYING AGENT AND APPOINTMENT OF SUCCESSOR.....	19
SECTION 40. INVESTMENT OF CERTAIN FUNDS.....	19

TABLE OF CONTENTS

	<u>Page</u>
SECTION 41. VALUATION AND SALE OF INVESTMENTS.....	20
SECTION 42. SUPPLEMENTAL RESOLUTIONS WITH CONSENT OF OWNERS.	20
SECTION 43. SUPPLEMENTAL RESOLUTIONS EFFECTIVE WITHOUT CONSENT OF OWNERS.	21
SECTION 44. EFFECT OF SUPPLEMENTAL RESOLUTION.....	21
SECTION 45. DEFEASANCE.	21
SECTION 46. BOND INSURANCE.....	22
SECTION 47. CONTINUING DISCLOSURE.	22
SECTION 48. TAX COVENANTS.	22
SECTION 49. FURTHER ASSURANCES.....	23
SECTION 50. REIMBURSEMENT OF COUNTY COSTS.....	23
SECTION 51. NONLIABILITY OF COUNTY.	23
SECTION 52. INDEMNIFICATION OF COUNTY.	23
EXHIBIT A FORM OF BOND.....	A-1
EXHIBIT B DISCLOSURE OF SPECIFIED INFORMATION.....	B-1

RESOLUTION NO. 3363

RESOLUTION OF THE BOARD OF EDUCATION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS 2023 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO HUNDRED ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND AUTHORIZING THE TENDER OF CERTAIN GENERAL OBLIGATION BONDS OF THE DISTRICT

WHEREAS, a duly called election was held in Sacramento City Unified School District (the "District"), Sacramento County (the "County"), State of California, on November 5, 2002 and thereafter canvassed pursuant to law;

WHEREAS, at such 2002 election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$225,000,000 ("Measure I") payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, the District previously issued its \$80,000,000 Sacramento City Unified School District General Obligation Bonds, Election of 2002, Series 2005 (the "2002 Series 2005 Bonds") and its \$64,997,966.35 Sacramento City Unified School District General Obligation Bonds Election of 2002, Series 2007 (the "2002 Series 2007 Bonds") under Measure I;

WHEREAS, in order to refund the outstanding 2002 Series 2005 Bonds and the 2002 Series 2007 Bonds, the District issued its \$32,740,000 Sacramento City Unified School District 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds");

WHEREAS, a duly called election was also held in the District on November 6, 2012 and thereafter canvassed pursuant to law;

WHEREAS, at such 2012 election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District two distinct question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, (i) in the maximum amount of \$346,000,000 ("Measure Q") and (ii) in the maximum amount of \$68,000,000 ("Measure R"), each payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, the District previously issued its \$30,000,000 Sacramento City Unified School District General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the "2013 Series A Bonds") under Measure Q and Measure R;

WHEREAS, the District also previously issued its \$66,260,000 General Obligation Bonds, (Measure Q) (Election of 2012), 2015 Series C-1 (the "2015 Series C Bonds"), its \$14,000,000 General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D (the "2016 Series D Bonds"), and its \$112,000,000 General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E (the "2017 Series E Bonds") under Measure Q;

WHEREAS, the District also previously issued its \$10,000,000 General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C (the "2017 Series C Bonds") and its \$30,900,000 General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D (the "2019 Series D Bonds") under Measure R;

WHEREAS, a duly called election was also held in the District on March 3, 2020 and thereafter canvassed pursuant to law;

WHEREAS, at such 2020 election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$750,000,000 ("Measure H") payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, the District previously issued its \$225,000,000 Sacramento City Unified School District General Obligation Bonds, Election of 2020 (Measure H) 2022 Series A (the "2022 Series A Bonds" and together with the 2015 Refunding Bonds, the 2015 Series C Bonds, the 2016 Series D Bonds, the 2017 Series E Bonds, the 2017 Series C Bonds and the 2019 Series D Bonds, the "Target Tender Bonds" and together with the 2013 Series A Bonds, the "Refunded Bonds");

WHEREAS, prudent management of the fiscal affairs of the District requires that the District issue refunding bonds (the "Series A Refunding Bonds") under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Authorizing Law") to refund all or a portion of the outstanding 2013 Series A Bonds, provided that a sufficient level of savings may be achieved by doing so;

WHEREAS, it appears to the Board of Education of the District (the "Board") that the total net interest cost to maturity plus the principal amount of the Series A Refunding Bonds (plus any costs of issuance not funded from proceeds of the Series A Refunding Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the 2013 Series A Bonds which are to be refunded, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Bonds without approval of the electorate;

WHEREAS, pursuant to the Authorizing Law, the District is authorized to issue general obligation refunding bonds to refund the Target Tender Bonds and the Board wishes to authorize the issuance of general obligation refunding bonds in one or more series (collectively, the "Tender Refunding Bonds," and together with the Series A Refunding Bonds, herein referred to as the "Bonds") in order to realize present value debt service savings;

WHEREAS, the Target Tender Bonds are not currently subject to redemption on a tax-exempt basis, and in order to restructure its outstanding bonded indebtedness, the District may request a tender of all or a portion of the Target Tender Bonds and use a portion of the proceeds of the Tender Refunding Bonds to purchase and cancel all or a portion of the Target Tender Bonds;

WHEREAS, the District desires to enter into a dealer manager agreement (the "Dealer Manager Agreement") with Loop Capital Markets LLC, in its capacity as dealer-manager (in such capacity, the "Dealer Manager") to assist in the tendering of the Tender Target Bonds and to effectuate the restructuring; and

WHEREAS, pursuant to Section 53584 of the Government Code, the District is authorized to apply a portion of the proceeds of the sale of the Bonds to the purchase for cancellation upon their purchase of the Target Tender Bonds.

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

SECTION 1. Definitions.

The following terms shall for all purposes of this Resolution have the following meanings:

"Authorized Officer" has the meaning set forth in Section 5 hereof.

"Authorized Investments" shall mean the County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635, but only to the extent that the same are acquired at Fair Market Value.

"Authorizing Law" shall mean Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, as amended.

"Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

"Board of Supervisors" means the Board of Supervisors of the County.

"Bond Counsel" and "Disclosure Counsel" means the law firm of Dannis Woliver Kelley, as Bond Counsel to the District and a firm of nationally recognized standing with respect to the issuance of municipal obligations.

"Bond Insurer" shall mean any financial guaranty company that guarantees the scheduled payments of principal of and interest on the Bonds when due.

"Bond Insurance Policy" shall mean a policy of municipal bond insurance which guarantees the scheduled payments of principal of and interest on the Bonds when due.

"Bond Obligation" shall mean, from time to time as of the date of calculation, the Principal Amount of a Bond.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the District and the Underwriter, relating to the Bonds.

"Bonds" shall mean the Sacramento City Unified School District 2023 General Obligation Refunding Bonds, issued and delivered pursuant to this Resolution, in one or more series and including the Series A Refunding Bonds and the Tender Refunding Bonds, with such further series designations as shall be favorable to the District in the structuring, marketing and sale of the Bonds.

"Bond Year" shall mean the twelve-month period commencing July 1 or August 1 in any year and ending on the last day of June or July, respectively, in the next succeeding year, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement; provided, however, that the first Bond Year shall commence on the day the Bonds are

issued and shall end on either June 30, 2024, or July 31, 2024, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement.

"Business Day" shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the District for the benefit of the Owners of the Bonds.

"Costs of Issuance" shall mean all of the costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds, the Invitation to Tender, and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisor fees; rating agency fees and related travel expenses; auditor's fees; legal fees and expenses of Bond and Disclosure Counsel with respect to the financing; the initial fees and expenses of the Paying Agent; premium for any Bond Insurance Policy; fees of the Escrow Agent; fees of the escrow verification agent, and other fees and expenses incurred in connection with the issuance of the Bonds, the redemption of the 2013 Series A Bonds, or the tender and purchase of the Target Tender Bonds, including the fees and expenses of the Dealer Manager and the Information Agent and Tender Agent (which may be reimbursed to the Dealer Manager), to the extent such fees and expenses are approved by the District.

"County" shall mean Sacramento County, California.

"County Office of Education" shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Debt Service" shall have the meaning given to that term in Section 24(c) of this Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 24(a) of this Resolution.

"Depository" shall mean DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by an Authorized Officer.

"Director of Finance" shall mean the Director of Finance of the County.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" shall mean U.S. Bank Trust Company, National Association.

"Escrow Agreement" shall mean that certain at Escrow and Deposit Agreement by and between the District and the Escrow Agent relating to the refunding of all or a portion of the Refunded Bonds.

"Excess Earnings Fund" shall mean the Excess Earnings Fund established pursuant to Section 23 of this Resolution.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Fiscal Year" shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year in effect for the District.

"Information Agent and Tender Agent" shall mean Globic Advisors.

"Interest Payment Date" shall mean either January 1 and July 1 in each year or February 1 and August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Nominee" shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

"Outstanding" when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 19 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 45 of this Resolution.

"Owner" shall mean the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" shall mean a member of or participant in the Depository.

"Paying Agent" shall mean the Director of Finance of the County of Sacramento, its successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent, or, to the extent the County does not approve, or the Director of Finance does not accept, such appointment as Paying Agent, such other qualified Paying Agent as the District may select in accordance with the terms hereof.

"Pledged Moneys" shall have the meaning given to that term in Section 21 of this Resolution.

"Principal" or "Principal Amount" shall mean, as of any date of calculation, the principal amount of a Bond.

"Principal Payment Date" shall mean July 1 or August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Record Date" shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

"Refunded Bonds" has the meaning given thereto in the recitals.

"Regulations" shall mean applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Resolution" shall mean this Resolution of the Board providing for the issuance and sale of the Bonds.

"Securities Depositories" shall mean The Depository Trust Company; and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in a certificate of the County delivered to the Paying Agent.

"Series A Refunding Bonds" has the meaning given thereto in the recitals.

"State" shall mean the State of California.

"Superintendent" shall mean the Superintendent of the District, including any interim Superintendent appointed by the Board.

"Superintendent of Schools" shall mean the Superintendent of Schools of the County.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Section 42 or Section 43 hereof.

"Tax Certificate" shall mean a tax and non-arbitrage certificate of the District delivered in connection with the issuance of the Bonds.

"Target Tender Bonds" has the meaning given thereto in the recitals.

"Transfer Amount" shall mean the aggregate Principal Amount of a Bond to be transferred.

"Underwriter" shall mean Loop Capital Markets LLC, as underwriter for the Bonds.

SECTION 2. Rules of Construction.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution.

This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract.

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Terms and Conditions of Sale.

The Board hereby approves of the sale of the Bonds on a negotiated basis to the Underwriter. The District has determined that conditions in the municipal marketplace are sufficiently complex that the increased flexibility the Underwriter can provide in structuring and planning the sale of the Bonds dictates sale on a negotiated basis. The Bonds shall be sold at a negotiated sale upon the direction of the Superintendent, the Deputy Superintendent, the Assistant Superintendent, Business Services of the District, the Chief Business and Operations Officer or any designee thereof (each, an "Authorized Officer"). The Bonds shall be sold pursuant to the terms and conditions set forth in the Bond Purchase Agreement, as described below.

Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement (the "Finance Charge"); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service payments on the Bonds through the final maturity of the Bonds are set forth on **Exhibit B** attached hereto and incorporated herein.

SECTION 6. Designation of Finance Team.

The Board hereby confirms the designation of Dale Scott & Company, as Municipal Advisor and the law firm of Dannis Woliver Kelley, Long Beach, California, as Bond Counsel and Disclosure Counsel to the District in connection with the authorization and issuance of the Bonds. The Authorized Officers are, and each of them acting alone is hereby authorized to execute a legal services agreement with members of the finance team. Each Authorized Officer, or any designee thereof, are, and each of them acting alone is, hereby authorized to

designate the Underwriter, which designation shall be conclusively evidenced by execution of the Bond Purchase Agreement by an Authorized Officer.

SECTION 7. Terms of Bonds.

The Board hereby finds that prudent management of the fiscal affairs of the District requires that the District issue the Bonds to refund all or a portion of the 2013 Series A Bonds and to finance the purchase price of all or a portion of the Target Tender Bonds in order to refund such bonds for present value debt service savings. The Bonds shall be dated their date of delivery (or such other date as may be designated in the Bond Purchase Agreement). The Bonds shall bear interest at rates not to exceed the maximum rate permitted by law, on the dates and in the amounts as may be set forth in the Bond Purchase Agreement, payable upon maturity. The Bonds shall mature on July 1 or August 1 of each of the years as set forth in the Bond Purchase Agreement, or such other maturity date as may be set forth in the Bond Purchase Agreement, through a date no later than the final maturity dates of respective series of the Refunded Bonds. The Bond Purchase Agreement shall provide for optional, mandatory sinking fund and other types and terms of redemption for the Bonds as shall prove most advantageous in marketing said Bonds for the District.

SECTION 8. Approval of Bond Purchase Agreement.

The Superintendent or any Authorized Officer, in consultation with Bond Counsel and such other officers of the District as shall be authorized by the Board, are hereby authorized and directed to issue and deliver the Bonds and to establish the final Principal Amount thereof, provided, however, that such combined Principal Amount (in one or more series) shall not exceed the maximum aggregate Principal Amount of Two Hundred One Million Eight Hundred Fifty Thousand Dollars (\$201,850,000.00). The form of the Bond Purchase Agreement on file with the Board is hereby approved. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the District, with such additions, changes or corrections therein as the officer executing the same on behalf of the District may approve, in his/her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is authorized and directed to negotiate with the Underwriter the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not to exceed One Percent (1.00%) (not including original issue discount or any Costs of Issuance to be paid by the Underwriter) of the Principal Amount thereof. Final terms of the Bonds shall be as set forth in the Bond Purchase Agreement.

SECTION 9. Official Statement.

The Board hereby approves the form of Preliminary Official Statement relating to the Bonds to be used and distributed, together with an Official Statement in connection with the sale of the Bonds, in each case with such changes as are approved by the Authorized Officer. An Authorized Officer and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official Statement and the Official Statement with such changes therein as

such officer shall approve, in his or her discretion, as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be "deemed final" as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") and an Authorized Officer is authorized to execute a certificate to that effect. Any Authorized Officer is hereby authorized and directed to execute such Official Statement with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. Approval of Escrow Agreement.

The forms, terms and provisions of the Escrow Agreement are hereby approved. Any Authorized Officer is hereby authorized on behalf of the Board and in its name to execute and deliver the Escrow Agreement to the Escrow Agent, in substantially the form presented to and considered by this Board, with such changes therein as may be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by the execution thereof.

SECTION 11. Approval of Invitation to Tender.

The form of the Invitation to Tender is hereby approved, and the Dealer Manager is hereby authorized to distribute copies of such Invitation to Tender to owners who may be interested in tendering the Target Tender Bonds. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Invitation to Tender in substantially the form on file with the District and considered at this meeting, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by the execution and delivery of the Invitation to Tender by such Authorized Officer. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to make changes to the Invitation to Tender to achieve the purposes for which the Bonds are being executed and delivered. Furthermore, the Authorized Officers, in consultation with, and upon the advice of, the Municipal Advisor and Bond Counsel, are hereby authorized to execute such documents and agreements ancillary to and related to the Invitation to Tender as is necessary to accomplish the matters described in this Resolution.

SECTION 12. Approval of Dealer Manager Agreement.

The form of the Dealer Manager Agreement is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Dealer Manager Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by the execution and delivery of the Dealer Manager Agreement by such Authorized Officer, provided, that the Dealer Manager fee shall not exceed \$2.50 for each \$1,000 of the principal amount of the Target Tender Bonds tendered and purchased by the District pursuant to the Invitation to Tender (not including any Costs of Issuance paid by the Dealer Manager), which fee shall be payable by the District as Costs of Issuance attributable to the Tender Refunding Bonds. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to make

changes to the Dealer Manager Agreement to achieve the purposes for which the Bonds are being executed and delivered.

This Board also hereby consents to the retention by the Dealer Manager of Globic Advisors as the Information Agent and Tender Agent (the "Information Agent and Tender Agent") in connection with the Invitation to Tender and agrees to either reimburse the Dealer Manager or pay the Information Agent and Tender Agent directly, but solely from proceeds of the Bonds, the fees and reasonable expenses of the Information Agent and Tender Agent.

SECTION 13. Authorization of Officers.

The Authorized Officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

SECTION 14. Use of Bond Proceeds.

Bonds of the District shall be issued in the name of the District in an aggregate Principal Amount not to exceed \$201,850,000,000, and proceeds of the Bonds shall be applied to (i) the redemption of all or a portion of the 2013 Series A Bonds in accordance with the Escrow Agreement, (ii) pay the purchase price of all or a portion of the Target Tender Bonds and (iii) pay the Costs of Issuance.

SECTION 15. Designation and Form; Payment.

a. An issue of Bonds of one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate Principal Amount not to exceed \$201,850,000. Such Bonds shall be general obligations of the District, payable as to Principal and interest from *ad valorem* taxes to be levied upon all of the taxable property in the District without limitation as to rate or amount (except certain personal property which is taxable at limited rates). The Bonds shall be designated "Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds" with such additional series designations as may be necessary or advisable in order to market the Bonds, as set forth in the Bond Purchase Agreement. The Bonds shall be subject to redemption as further set forth in the Bond Purchase Agreement, pursuant to this Resolution.

b. The form of the Bonds shall be substantially in conformity with the standard forms of registered school district bonds, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

c. Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 16. Description of the Bonds.

a. The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated and

shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.

b. Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 17. Book-Entry System.

a. The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds within each series. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any

notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on, the Bonds. The District may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on, such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on, the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee of the Depository.

b. If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Superintendent within 90 days after the District receives notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Superintendent shall issue new bonds representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Superintendent shall execute and deliver certificates representing the Bonds as provided below. Certificated securities issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The Superintendent shall then deliver certificated securities representing the new bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully-registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

c. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

d. The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 18. Execution of the Bonds.

a. The Bonds shall be executed in the name of the District by the manual or facsimile signature of the President of the Board and the manual or facsimile signature of the Secretary to or the Clerk of the Board or by a deputy of either of such officers. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

b. The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 19. Transfer and Exchange.

The transfer of any Bond may be registered upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in **Exhibit A** hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Transfer Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has

been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 20. Bonds Mutilated, Destroyed, Stolen or Lost.

In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount, Series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 21. Bond Register.

The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

SECTION 22. Unclaimed Money.

All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, after a date in said notice, which date shall not be less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds.

SECTION 23. Payment and Security for the Bonds.

The Board of Supervisors shall annually at the time of making the levy of taxes for County purposes, levy a continuing direct *ad valorem* tax for the Fiscal Year upon the taxable property in the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of and interest on each Bond as each becomes due and payable in the next succeeding Bond Year. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The District hereby pledges as security for the Bonds and the interest thereon, all revenues from the property taxes collected from the aforementioned levy and the amounts on deposit in the District's Debt Service Fund, including the interest earnings thereon (the "Pledged Moneys"). The foregoing pledge is an agreement between the District and the owners of the Bonds to provide security for the Bonds in addition to any statutory lien that may exist. The County shall deposit or cause to be deposited in the District's Debt Service Fund, the proceeds from the levy of the aforementioned tax that the County receives and all interest earnings thereon. The Pledged Moneys shall be used to pay the Principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

SECTION 24. Debt Service Fund.

a. The District shall deposit or cause to be deposited any accrued interest and any proceeds of the Bonds not applied towards payment of the Costs of Issuance or deposited into the escrow fund pursuant to the Escrow Agreement in the fund established and designated as the "Sacramento City Unified School District 2023 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") to be administered by the County and used only for the payment of the Principal of, premium, if any, and interest on the Bonds.

b. All Pledged Moneys shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

c. The County shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest due on the Bonds (collectively, the "Debt Service") on each Interest Payment Date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

d. The District shall cause moneys to be transferred to the extent needed to comply with the Tax Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District.

SECTION 25. Establishment and Application of Excess Earnings Fund.

The District shall establish a special fund designated "Sacramento City Unified School District 2023 General Obligation Refunding Bonds Excess Earnings Fund" (the "Excess

Earnings Fund”) which shall be administered by the County Office of Education for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall deposit, or cause to be deposited, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate.

SECTION 26. Payment of Costs of Issuance.

The District may pay, or cause to be paid, Costs of Issuance using proceeds of the Bonds as provided in the Bond Purchase Agreement.

SECTION 27. Establishment of Additional Funds and Accounts.

If at any time it is deemed necessary or desirable by the District, the County Office of Education may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 28. Redemption.

The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 29. Selection of Bonds for Redemption.

Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple.

SECTION 30. Notice of Redemption.

When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, as appropriate, of such Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion

thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

a. At least twenty (20) but not more than sixty (60) days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register. Notice of redemption may be given on a conditional basis in contemplation of a refunding of the Bonds.

b. In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

c. In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Municipal Securities Rulemaking Board.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by Series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 31. Partial Redemption of Bonds.

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 32. Effect of Notice of Redemption.

Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided hereunder, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the

redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 33. Right to Rescind Notice.

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

SECTION 34. Paying Agent, Appointment and Acceptance of Duties.

a. The Board hereby consents to and confirms the appointment of the Director of Finance of the County to act as Paying Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District. To the extent the County does not approve, or the Director of Finance does not accept, such appointment as Paying Agent hereunder, an Authorized Officer shall select another person, in accordance with the qualifications set forth in section 39, to serve as Paying Agent. The Paying Agent shall execute and deliver an acceptance of duties or paying agent agreement with the District, in the form determined by an Authorized Officer, in consultation with Bond Counsel, to be sufficient and in the best interest of the District to carry out such duties.

b. Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 35. Liability of Paying Agent.

The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 36. Evidence on Which Paying Agent May Act.

The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not

be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 37. Compensation.

The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Paying Agent be required to expend its own funds hereunder.

The fees and expenses of the Paying Agent not paid from the proceeds of the sale of the Bonds shall be paid each year from the Debt Service Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 38. Ownership of Bonds Permitted.

The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 39. Resignation or Removal of Paying Agent and Appointment of Successor.

a. The Paying Agent initially appointed hereunder may resign from service as Paying Agent and the Superintendent may remove such Paying Agent or any subsequent Paying Agent as provided in the respective Paying Agent's service agreement. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be a bank or trust company doing business in and having a corporate trust office in San Francisco or Los Angeles, California, with at least \$50,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

b. In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

SECTION 40. Investment of Certain Funds.

Moneys held in all funds and accounts established hereunder shall be invested and reinvested by the Director of Finance in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Excess Earnings Fund and the Debt Service Fund shall remain on deposit in such funds.

Earnings on the investment of moneys in the Debt Service Fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal, and premium, if any, on Bonds of the District.

All funds held in the Debt Service Fund of the District shall be invested at the sole discretion of the Director of Finance of the County. Proceeds of the Bonds held by the Director of Finance shall be invested at the Director of Finance's sole discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. The Director of Finance is hereby authorized and requested to invest any or all funds held hereunder at the Director of Finance's discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time, and in other investments, defined as permitted investments, in the Official Statement.

SECTION 41. Valuation and Sale of Investments.

Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account.

The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

SECTION 42. Supplemental Resolutions With Consent of Owners.

This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that if a Bond Insurance Policy is in effect, and provided that the Bond Insurer, if any, complies with its obligations thereunder, the Bond Insurer shall be deemed to be the sole Owner of the Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 43. Supplemental Resolutions Effective Without Consent of Owners.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

a. To add to the covenants and agreements of the County or the District in this Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

b. To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

c. To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

d. To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution;

e. To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or

f. To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners.

SECTION 44. Effect of Supplemental Resolution.

Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

SECTION 45. Defeasance.

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

a. by well and truly paying or causing to be paid the Principal of and interest on all Bonds Outstanding, as and when the same become due and payable;

b. by depositing with the Paying Agent, in trust, at or before maturity, cash which is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

c. by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent hereunder, in trust, lawful money or non-callable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent hereunder and the obligation of the District to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 46. Bond Insurance.

All or a portion of the Bonds may be sold with a Bond Insurance Policy or other form of credit enhancement, if the Superintendent or any Authorized Officer, in consultation with the Underwriter and the Municipal Advisor, determines that the savings to the District resulting from the purchase of such Bond Insurance Policy or other form of credit enhancement exceeds the cost thereof.

SECTION 47. Continuing Disclosure.

The District hereby covenants and agrees that it will comply with and carry out all of the terms of the Continuing Disclosure Agreement. Any Underwriter, any Owner or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Agreement.

SECTION 48. Tax Covenants.

The District hereby covenants that it shall not, directly or indirectly, use or permit the use of any proceeds of any of the Bonds, or of any of the property financed or refinanced with the proceeds of the Bonds, or other funds of the District, or take or omit to take any action that would cause the Bonds to be deemed "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To that end, the District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury promulgated thereunder to the extent that such requirements are in effect and applicable to the Bonds. The District further covenants and agrees to comply with the requirements of the Tax Certificate to be executed and delivered in connection with the delivery of the Bonds to the original purchasers thereof.

SECTION 49. Further Assurances.

The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

SECTION 50. Reimbursement of County Costs.

The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in connection with the issuance of the Bonds.

SECTION 51. Nonliability of County.

Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby. The Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the *ad valorem* taxes lawfully levied to pay the Principal of or interest on the Bonds.

SECTION 52. Indemnification of County.

The District shall indemnify the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demands, damages, liabilities and expenses (including attorney fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

The foregoing resolution was, on the 2nd day of November, 2023, adopted by the Board of Education of the Sacramento City Unified School District at a regular meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Chinua Rhodes,
President of the Board of Education

ATTEST:

By: _____
Lisa Allen,
Interim Secretary to the Board of Education

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2023 GENERAL OBLIGATION REFUNDING BONDS, SERIES ___**

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

___ %

_____, 20__

_____, 2023

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Sacramento City Unified School District (the "District"), Sacramento County, State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the dated date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ (each, an "Interest Payment Date") in each year to the registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on _____ 15, 20__, in which event it shall bear interest from its date; provided, however, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment). The Principal Amount hereof is payable at the office of the [Director of Finance of the County of Sacramento], as paying agent (the "Paying Agent"), in [Sacramento,] California. The

interest hereon is payable by check or draft mailed by first class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date.

The Bonds of this issue are comprised of \$_____ Principal Amount. This Bond is issued by the District under and in accordance with the provisions of Section 53550 *et seq.* of the California Government Code (the "Act") and pursuant to a resolution adopted by the Board of Education of the District on [November 2], 2023 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the office of the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds are refunding certain general obligation bonds of the District (the "Refunded Bonds") that were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein to determine whether such bonds should be issued.

This Bond is a general obligation of the District, payable as to both Principal and interest from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds are subject to redemption prior to their maturity dates as set forth in the Bond Purchase Agreement.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution,

other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; (5) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or (6) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Education Code of the State and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act and of the Constitution of the State of California, and that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by law.

IN WITNESS WHEREOF, Sacramento City Unified School District has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the Sacramento City Unified School District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the Sacramento City Unified School District.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____ [FORM; DO NOT SIGN]
President of the Board of Education

Countersigned:

By: _____ [FORM; DO NOT SIGN]
Secretary to the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Sacramento City Unified School District.

DATED: _____, 2023

**[DIRECTOR OF FINANCE OF THE
COUNTY OF SACRAMENTO]**, as Paying
Agent

By: _____ **[FORM; DO NOT SIGN]**
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By _____
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock exchange or a commercial bank or trust company.

EXHIBIT B

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds:
4.58%
2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties:
\$3,449,173
3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest:
\$195,223,139
4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any):
\$358,207,106

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2023 GENERAL OBLIGATION REFUNDING BONDS**

\$ _____ [*] 2023 General Obligation Refunding Bonds, Series A	\$ _____ [*] 2023 General Obligation Refunding Bonds, Series B
\$ _____ [*] 2023 General Obligation Refunding Bonds, Series C	
\$ _____ [*] 2023 General Obligation Refunding Bonds, Series D	\$ _____ [*] 2023 General Obligation Refunding Bonds, Series E

BOND PURCHASE AGREEMENT

[____], 2023

Sacramento City Unified School District
Board of Education
5735 47th Avenue
Sacramento, California 95824

Ladies and Gentlemen:

The undersigned, Loop Capital Markets LLC, (the “Underwriter”) offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Sacramento City Unified School District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as defined herein) or, if not defined in the Official Statement, in the Resolution (as defined herein).

Inasmuch as the sale contemplated hereby represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District and has not assumed any advisory or fiduciary responsibilities to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter, or any affiliates of the Underwriter, has provided other services or are currently providing other services to the District on other matters), (iii) the Underwriter is acting solely

in its capacity as Underwriter for its own account, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission (“SEC”) or the rules of the Municipal Securities Rulemaking Board (“MSRB”), and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter’s disclosure under Rule G-17 of the MSRB.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of (i) \$[] in aggregate initial principal amount of the District’s 2023 General Obligation Refunding Bonds, Series A (the “Series A Bonds”); (ii) \$[] in aggregate initial principal amount of the District’s 2023 General Obligation Refunding Bonds, Series B (the “Series B Bonds”); (iii) \$[] in aggregate initial principal amount of the District’s 2023 General Obligation Refunding Bonds, Series C (the “Series C Bonds”); (iv) \$[] in aggregate initial principal amount of the District’s 2023 General Obligation Refunding Bonds, Series D (the “Series D Bonds”); and (v) \$[] in aggregate initial principal amount of the District’s 2023 General Obligation Refunding Bonds, Series E (the “Series E Bonds,” and together with the Series A Bonds, the Series B Bonds, the Series C Bonds and the Series D Bonds, the “Bonds”).

The Series A Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds shall bear interest from the Date of Delivery (as defined herein) payable semiannually on each February 1 and August 1, commencing February 1, 2024. The Series B Bonds shall bear interest from the Date of Delivery payable semiannually on each January 1 and July 1, commencing on January 1, 2024. The final maturity dates, interest rates, yields and redemption provisions of the Bonds are shown in Appendix A hereto, which appendix is incorporated by reference herein. The Underwriter shall purchase the Series A Bonds at a price of \$[] (consisting of the initial principal amount of the Series A Bonds of \$[], [plus/less] original issue [premium/discount] of \$[], less an Underwriter’s discount of \$[], [and less \$[] to be used by the Underwriter to pay the Insurer (as defined herein), for payment of the Policy premium (as defined herein))). The Underwriter shall purchase the Series B Bonds at a price of \$[] (consisting of the initial principal amount of the Series B Bonds of \$[], [plus/less] original issue [premium/discount] of \$[], less an Underwriter’s discount of \$[], [and less \$[] to be used by the Underwriter to pay the Insurer (as defined herein), for payment of the Policy premium (as defined herein))). The Underwriter shall purchase the Series C Bonds at a price of \$[] (consisting of the initial principal amount of the Series C Bonds of \$[], [plus/less] original issue [premium/discount] of \$[], less an Underwriter’s discount of \$[], [and less \$[] to be used by the Underwriter to pay the Insurer (as defined herein), for payment of the Policy premium (as defined herein))). The Underwriter shall purchase the Series D Bonds at a price of \$[] (consisting of the initial principal amount of the Series D Bonds of \$[], [plus/less] original issue [premium/discount] of \$[], less an Underwriter’s discount of \$[], [and less \$[] to be used by the Underwriter to pay the Insurer (as defined herein), for payment of the Policy premium (as defined herein))). The Underwriter shall purchase the Series E Bonds at a price of \$[] (consisting of the initial principal amount of the Series E Bonds of \$[], [plus/less] original issue [premium/discount] of \$[], less an Underwriter’s discount of \$[], [and less

\$_[] to be used by the Underwriter to pay the Insurer (as defined herein), for payment of the Policy premium (as defined herein)).

2. **The Bonds.** The Bonds shall be dated as of the date of their initial issuance and delivery (the “Date of Delivery”). The Bonds shall mature on the dates shown on Appendix A hereto, shall otherwise be as described in the Official Statement (as defined herein), and shall be issued and secured pursuant to the provisions of this Purchase Agreement, the resolution of the Board of Education of the District adopted on [], 2023 (the “Resolution”), and Sections 53550 and 53580 *et. seq.* of the California Government Code (the “Act”). The Sacramento County Director of Finance will act as paying agent (in such capacity, the “Paying Agent”) for the Bonds.

The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall initially be in authorized denominations of \$5,000 principal amount, or any integral multiple thereof.

- (a) The Series A Bonds are being issued to (i) refund, on a current basis, all or a portion of the District’s outstanding General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the “Refunded Bonds”) and (ii) pay the costs of issuance of the Series A Bonds.

Pursuant an escrow agreement (the “Escrow Agreement”), dated [October] 1, 2023, by and between the District and U.S. Bank Trust Company, National Association (the “Escrow Agent”), the net proceeds of the Series A Bonds shall be deposited with the Escrow Agent in an escrow fund held pursuant to the Escrow Agreement (the “Escrow Fund”). Funds on deposit in the Escrow Fund shall be invested as provided in the Escrow Agreement, or otherwise held uninvested as cash, and applied to the payment of interest on the Refunded Bonds on its first optional redemption date, and to redeem the Refunded Bonds on such date at a price equal to 100% of the principal amount thereof.

- (b) The Series B Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds (collectively, the “Tender Refunding Bonds”) are being issued to purchase certain maturities of certain outstanding general obligation bonds of the District (the “Target Bonds”) and pay the costs of issuance of the Tender Refunding Bonds. The refunding of the Target Bonds will be facilitated by a request by the District for a tender of the Target Bonds and use of the proceeds of the Tender Refunding Bonds to purchase and cancel the Target Bonds, as described in the Preliminary Official Statement (as herein defined) and the Dealer Management Agreement (the “Dealer Manager Agreement”) between the District and Loop Capital Markets LLC, as dealer manager thereunder (in such capacity, the “Dealer Manager”). Globic Advisors will serve as tender agent and information agent (the “Tender Agent”) in connection therewith.

The scheduled payment of the principal of and interest on the Bonds, when due, will be guaranteed under a municipal bond insurance policy (the “Policy”) to be issued by [] (the “Insurer”).

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate (as defined herein), this Purchase Agreement, the Preliminary Official Statement (as defined herein), the Official

Statement, the Resolution, the Escrow Agreement and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

4. **Public Offering of Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover of the Official Statement and Appendix A hereto. Subject to the requirements of this Section, subsequent to such initial public offering, the Underwriter reserves the right to change such initial offering prices or yields as they deem necessary in connection with the marketing of the Bonds.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Dannis Woliver Kelley, (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by Dale Scott & Company, Inc., the District’s municipal advisor and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) [Except as otherwise set forth in Appendix A attached hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.]

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District or the District's Municipal Advisor when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

(d) The Underwriter confirms that:

(1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A)(i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) and (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and:

(2) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable,

in each case if and for so long as directed by the Underwriter or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Agreement by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [____], 2023 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the sale of the Bonds. The District represents that it has received and reviewed the Preliminary Official Statement and authorized and caused the preparation of the Preliminary Official Statement and further represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined below).

6. **Closing.** At 9:00 A.M., California Time, on [____], 2023 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, at the offices of DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel, in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to the account of the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a unified school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act and has all requisite right, power and authority to adopt the Resolution and to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated hereby and thereby.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Escrow Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, assuming the due authorization, execution and delivery thereof by the respective other parties thereto, constitute valid and legally binding obligations of the District, enforceable in accordance with their respective terms, subject to any limitations on the enforceability thereof as a result of the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought, and by the limitations on legal remedies against public agencies in the State of California; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Resolution and the Official Statement.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, the adoption of the Resolution, or the consummation of the other

transactions effected or contemplated herein or hereby, or which have not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Representation Regarding Refunded Bonds. The District has not entered into any contract or agreement that would limit or restrict its ability to refund the Refunded Bonds or enter into this Purchase Agreement for the sale of the Bonds to the Underwriter.

(e) No Default. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition or operating of the District has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing.

(f) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, the Resolution and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(g) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Resolution, and the application thereof to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, this Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from federal income taxation or the exclusion of interest on the Bonds from State personal income taxation.

(h) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any other person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(i) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate with respect to the Bonds (the “Continuing Disclosure Certificate”) on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement in Appendix D. Except as otherwise disclosed in the Official Statement, the District and its related entities have not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events.

(k) Official Statement Accurate and Complete. The Preliminary Official Statement, as of its date and as of the date hereof did not and does not, as of the date hereof does not, contain any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date thereof and on the Closing Date, the final Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(l) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Sacramento County (the “County”) or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Director of Finance of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(n) Representation regarding the Refunded Bonds and Target Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to purchase the Target Bonds or to refund the Refunded Bonds.

8. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and the Underwriter is authorized to take any action under the Purchase Agreement required to be taken by them.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

9. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page, inside front cover pages, and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is twenty-five (25) days following the End of the Underwriting Period. For the purposes of this Purchase Agreement, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retain an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the District and the Underwriter, the End of the Underwriting Period is the date of Closing;

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page, inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. For a period of twenty-five (25) days after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District will not adopt any amendment of or supplement to the Official Statement to which, promptly after having been furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to ensure that the Official Statement, at the time it is delivered to a purchaser, does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, then the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(g) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

10. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter’s obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the

District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement, and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. To the best knowledge of the District, no decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or pending or threatened which has any of the effects described in Section 7(g) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bond or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, of the Bonds shall not have been materially adversely affected in the reasonable judgment of the Underwriter by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing the inclusion in gross income for purposes of federal income taxation of the interest received by the owner of the Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of changing the federal income tax treatment of the interest received by the owners of the Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) any outbreak or escalation of hostilities or civil unrest affecting the United States, the declaration by the United States of a national emergency or war, or engagement in military hostilities by the United States or the occurrence or escalation of any other national or internal emergency, calamity or crisis that interrupts or causes

disorder relating to the operation of federal or state governments or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading by the New York Stock Exchange, any national securities exchange, or any governmental authority securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading or placement on negative credit watch of any underlying credit rating of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(8) the suspension by the SEC of trading in the outstanding securities of the District.

(f) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Counsel Opinions.

(i) The approving opinion of Bond Counsel, as to the validity and tax status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the form set forth as Appendix A in the Preliminary Official Statement and Official Statement; and (ii) a defeasance opinion of Bond Counsel, dated the Closing and addressed to the District, to the effect that, the Escrow Agreement has been duly authorized, executed and delivered by the District and, assuming the due

authorization, execution and delivery by the other parties thereto, constitute a legal, valid and binding agreement of the District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State, and upon the deposit of cash and certain proceeds of the Bonds into the escrow funds established under the Escrow Agreement as provided in the resolutions pursuant to which the Refunded Bonds were issued, and the investment of money and securities in accordance with the provisions of the Escrow Agreement, the Refunded Bonds will have been satisfied and discharged and are no longer outstanding under said resolutions. In rendering this opinion, Bond Counsel may rely on a verification report as to the mathematical accuracy of the schedules with respect to the sufficiency of the escrow funds established to pay the Refunded Bonds and will not independently verify the accuracy of the information contained in the verification reports.

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in 10(f)(1) above;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, substantially to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover thereof and under the captions "INTRODUCTION," "THE BONDS," "CONTINUING DISCLOSURE," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices B, C, E, F [and G- insurance policy] to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, tables, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING," (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "RATING", [and (viii) any information with respect to the Insurer or the

Policy, including but not limited to information under the caption “THE BONDS – Bond Insurance”];

(ii) the Continuing Disclosure Certificate, the Escrow Agreement, and this Purchase Agreement have each been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(4) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Agreement, (ii) the representations, covenants, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Escrow Agreement, and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement, as of its date and as of the date of the Closing, did not and does not contain any untrue statement of a material fact or omitted or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution, and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

(5) Ratings. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “[]” by Moody’s Investors Service, [based upon the issuance of the Policy by the Insurer] and (ii) that any such ratings have not been revoked or downgraded;

(6) District Resolution. A certificate, together with a fully executed copy of the Resolution, of the Secretary or Clerk of the District Board of Education to the effect that:

(i) such copy is a true and correct copy of the Resolution; and

(ii) the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(7) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix D thereto;

(9) Disclosure Counsel Letter. A letter of Dannis Woliver Kelley, dated the date of Closing and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter and its counsel, the Municipal Advisor, the County, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that Disclosure Counsel need not express any opinion with respect to (i) any information contained in Appendices B, C, E, F [or G] to the Official Statement, (ii) financial or statistical data or forecasts, numbers, tables, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (v) any CUSIP numbers or information relating thereto, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING"; (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "RATING," [and (vii) and information with respect to the Insurer or the Policy, including but not limited information presented under the heading "THE BONDS – Bond Insurance"];

(10) Underwriter's Counsel Opinion. The opinion of Nixon Peabody LLP, in a form and substance acceptable to the Underwriter;

(11) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, substantially to the effect that: (i) the Paying Agent is qualified to accept and perform the duties and obligations of Paying Agent imposed upon the Paying Agent by the Paying Agent Agreement relating to the Bonds (the "Paying Agent Agreement") and confirms acceptance of such duties and

obligations; (ii) to the best knowledge of the Paying Agent, the representations and agreements of the Paying Agent in the Paying Agent Agreement are true and correct in all material respects as of the Closing; (iii) the Paying Agent is duly authorized to enter into the Paying Agent Agreement, and when the Paying Agent Agreement is duly executed and delivered by the other party thereto, the Paying Agent Agreement will constitute a valid and binding obligation of the Paying Agent in accordance with its terms; (iv) no litigation is pending or, to the best knowledge of the Paying Agent, threatened (either in state or federal courts) (a) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds or the execution of the Paying Agent Agreement, or (b) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or the Paying Agent Agreement;

(12) Escrow Agreement. A fully executed copy of the Escrow Agreement;

(13) Escrow Agent Certificate. A certificate of the Escrow Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that: (i) the Escrow Agent is qualified to accept and perform the duties and obligations of Escrow Agent imposed upon the Escrow Agent by the Escrow Agreement and confirms acceptance of such duties and obligations; (ii) to the best knowledge of the Escrow Agent, the representations and agreements of the Escrow Agent in the Escrow Agreement are true and correct in all material respects as of the Closing; (iii) the Escrow Agent is duly authorized to enter into the Escrow Agreement, and when the Escrow Agreement are duly executed and delivered by the parties thereto, the Escrow Agreement will constitute a valid and binding obligations of the Escrow Agent in accordance with its terms; (iv) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) in any way contesting or affecting the validity of, or any authority of the Escrow Agent to enter into the Escrow Agreement;

(14) Verification Report. The report of Causey Demgen & Moore, P.C. with respect to the sufficiency of the funds held under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement;

(15) Tax Certificate. A Tax Certificate of the District in form satisfactory to Bond Counsel regarding the Bonds;

(16) [Bond Insurance. The Policy, together with:

(a) an opinion of counsel to the Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter; and

(b) a certificate of the Insurer, dated the date of Closing, in form and substance acceptable to the Underwriter, regarding, among other matters, disclosure, no default and tax matters;] and

(17) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably

request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the District is unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** To the extent that the transactions contemplated by this Purchase Agreement are consummated, the District shall pay, and the Underwriter shall be under no obligation to pay, all costs of issuance of the Bonds, including but not limited to the following costs of issuance: (i) the fees and disbursements of the District's Bond Counsel and Disclosure Counsel; (ii) the fees of the District's Municipal Advisor; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (vi) the initial fees of the Paying Agent, Fiscal Agent; and Escrow Agent; (vii) the fees and expenses of the Dealer Manager and the Tender Agent as set forth in the Dealer Manager Agreement; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby instructs the Underwriter to wire a portion of the collective purchase price for the Bonds, in an amount equal to \$[_____], to U.S. Bank Trust Company, National Association, acting as custodian for the payment of such costs.

Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, fees of counsel to the Underwriter, California Debt and Investment Advisory Commission fee, travel and other expenses (except those expressly provided above), without limitation.

Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in clause (iv) of Section 12 above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Chief Business and Operations Officer, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824, or if to the Underwriter, to Loop Capital Markets LLC, 580 California Street, 16th Floor, San Francisco, California 94104, Attention: Robert Larkins, Managing Director, with a copy to 111 W. Jackson Boulevard, Suite 1901, Chicago, Illinois, 60604.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

15. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

**LOOP CAPITAL MARKETS LLC, as
Underwriter**

By: _____

The foregoing is hereby agreed to and accepted at _____ p.m., California time, as of the date first above written:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Janea Marking,
Chief Business and Operations Officer

APPENDIX A

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Sacramento County, California)**

**2023 General Obligation Refunding Bonds, Series A
\$[_____] Serial Bonds**

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

**2023 General Obligation Refunding Bonds, Series B
\$[_____] Serial Bonds**

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

2023 General Obligation Refunding Bonds, Series C
\$[_____] Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

2023 General Obligation Refunding Bonds, Series D
\$[_____] Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

2023 General Obligation Refunding Bonds, Series E
[\$_____] Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

Redemption Provisions

Optional Redemption. The Series __ Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Series __ Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount of the Series __ Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Series B Bonds maturing on or before July 1, 20__ are not subject to redemption prior to maturity. The Series B Bonds maturing on or after July 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after July 1, 20__ at a redemption price equal to the par amount of the Series B Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Series __ Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed
--	------------------------------------

* Maturity.

In the event that a portion of the Series __ Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Series __ Bonds optionally redeemed.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2023 GENERAL OBLIGATION REFUNDING BONDS

\$ _____ [*]	\$ _____ [*]
2023 General Obligation Refunding Bonds, Series A	2023 General Obligation Refunding Bonds, Series B
\$ _____ [*]	
2023 General Obligation Refunding Bonds, Series C	
\$ _____ [*]	\$ _____ [*]
2023 General Obligation Refunding Bonds, Series D	2023 General Obligation Refunding Bonds, Series E

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of LOOP CAPITAL MARKETS LLC (the “Underwriter”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the [General Rule] Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date.

(b) As set forth in the Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) ***[General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Sacramento City Unified School District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2023].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dannis Woliver Kelley, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

LOOP CAPITAL MARKETS LLC, as the Underwriter

By: _____

—

Authorized Officer

Dated: [____], 2023

SCHEDULE A

IDENTIFICATION OF GENERAL RULE MATURITIES

\$[_____]
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series A

\$[_____] Serial Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

\$[_____]
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series B

\$[_____] Serial Bonds

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	10% Rule Met	10% Rule Not Met	Hold the Offering Price Rule
------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

\$[_____]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

 (Sacramento County, California)

2023 General Obligation Refunding Bonds, Series C

\$[_____] Serial Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule Met</u>	<u>10% Rule Not Met</u>	<u>Hold the Offering Price Rule</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

\$[_____]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

 (Sacramento County, California)

2023 General Obligation Refunding Bonds, Series D

\$[_____] Serial Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule Met</u>	<u>10% Rule Not Met</u>	<u>Hold the Offering Price Rule</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

\$[_____]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

 (Sacramento County, California)

2023 General Obligation Refunding Bonds, Series E

\$[_____] Serial Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule Met</u>	<u>10% Rule Not Met</u>	<u>Hold the Offering Price Rule</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------------	-----------------------------	---

NEW ISSUE – BOOK ENTRY ONLY

RATING:
Moody's: “_”
 (See “RATING” herein.)

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolution authorizing the Bonds and subject to the matters set forth under “TAX MATTERS” herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof; however, interest on the Bonds is taken into account in determining annual adjusted financial statement income for the purposes of computing alternative minimum tax imposed on certain corporations. See “TAX MATTERS” herein.



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 (SACRAMENTO COUNTY, CALIFORNIA)
 2023 GENERAL OBLIGATION REFUNDING BONDS**

Consisting of:

\$ _____*	\$ _____*
2023 General Obligation Refunding Bonds, Series A	2023 General Obligation Refunding Bonds, Series B
\$ _____*	
2023 General Obligation Refunding Bonds, Series C	
\$ _____*	\$ _____*
2023 General Obligation Refunding Bonds, Series D	2023 General Obligation Refunding Bonds, Series E

Dated: Date of Delivery **Due:** July 1 or August 1, as shown on inside cover pages.

The Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series A (the “Series A Bonds”) are being issued by the Sacramento Unified School District (the “District”) to (i) refund all or a portion of the District’s outstanding General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) and (ii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Refunding.”

The Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series B (the “Series B Bonds”), Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series C (the “Series C Bonds”), Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series D (the “Series D Bonds”), and Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series E (the “Series E Bonds”) and together with the Series B Bonds, the Series C Bonds and the Series D Bonds, the “Tender Refunding Bonds” and collectively with the Series A Bonds, the “Bonds”) are being issued by the District to (i) purchase certain maturities of certain outstanding general obligation bonds of the District described herein (the “Target Bonds”) pursuant to an invitation to the owners of such Target Bonds and (ii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Tender Offer.” The Bonds have a co-equal lien on the *ad valorem* property taxes levied to pay debt service thereon with each other and with all other outstanding general obligation bonds of the District.

The District, with the assistance of Loop Capital Markets LLC, as dealer manager (the “Dealer Manager”), has released an “Invitation to Tender for Purchase made by Sacramento City Unified School District” dated _____, 2023 (the “Tender Offer”) inviting owners of the Target Bonds to tender such bonds for purchase by the District. The Tender Offer, unless extended or cancelled, is expected to expire on _____, 2023 (the “Expiration Date”). The District will purchase all of the Target Bonds tendered for purchase and accepted by the District pursuant to the Notice of Acceptance of Tendered Bonds, expected to be dated _____, 2023.* Such tender is expected to close concurrently with the issuance of the Bonds, and the District’s ability to fund the purchase of such Target Bonds is contingent on the issuance of the Tender Refunding Bonds. See “PLAN OF FINANCE – The Tender Offer.”

The Bonds are general obligations of the District only and are not obligations of the County, the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except for certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property within the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Bonds is payable on either (i) February 1 and August 1 of each year, commencing February 1, 2024 or (ii) January 1 and July 1, commencing January 1, 2024, as described herein. See “THE BONDS – Payment of the Bonds” herein.

The Bonds will be issued in book-entry form only, in denominations of \$5,000 or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by the Sacramento County Director of Finance, as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry Only System.”

The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption” herein.

The District has applied for a policy municipal bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds when due and will decide prior to the issuance of the Bonds whether to purchase such insurance. No assurance can be given as to whether the District will obtain such a policy, and, if so, whether such policy will cover all or fewer than all of the Bonds.

MATURITY SCHEDULES
 On Inside Cover Pages

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, Long Beach, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, Long Beach, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, Nixon Peabody, LLP, San Francisco, California. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about November __, 2023.



The Date of this Official Statement is: _____, 2023.

MATURITY SCHEDULES

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series A

<u>Maturity</u> (August 1)	<u>Principal</u> Amount	<u>Interest</u> Rate	<u>Yield</u>	<u>CUSIP</u> (785870) ¹
-------------------------------	----------------------------	-------------------------	--------------	---------------------------------------

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series B

<u>Maturity</u> (July 1)	<u>Principal</u> Amount	<u>Interest</u> Rate	<u>Yield</u>	<u>CUSIP</u> (785870) ¹
-----------------------------	----------------------------	-------------------------	--------------	---------------------------------------

¹ CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter, or their agents or counsel assumes responsibility for the accuracy of such numbers.

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series C

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP¹</u> <u>(785870)</u>
--------------------------------------	-----------------------------------	--------------------------------	--------------	---

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series D

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP¹</u> <u>(785870)</u>
--------------------------------------	-----------------------------------	--------------------------------	--------------	---

¹ CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter, or their agents or counsel assumes responsibility for the accuracy of such numbers.

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2023 General Obligation Refunding Bonds, Series E

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP¹</u> <u>(785870)</u>
--------------------------------------	-----------------------------------	--------------------------------	--------------	---

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento County, State of California

Board of Education

Chinua Rhodes, *President, Trustee Area 5*
Lavinia Grace Phillips, *1st Vice President, Trustee Area 7*
Jasit Singh, *2nd Vice President, Trustee Area 6*
Tara Jeane, *1st Vice President, Trustee Area 1*
Taylor Kayatta, *Member, Trustee Area 2*
Christina Pritchett, *Member, Trustee Area 3*
Jamee Villa, *Member, Trustee Area 4*

District Administrators

Lisa Allen, *Interim Superintendent*
Mary Hardin Young, *Interim Deputy Superintendent*
Yvonne Wright, *Chief Academic Officer*
Janea Marking, *Chief Business and Operations Officer*
Brian Heap, *Chief Communications Officer*
Cancy McArn, Ed.D. *Chief Human Resources Services Officer*
Bob Lyons, *Chief Information Officer*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Dannis Woliver Kelley
Long Beach, California

Municipal Advisor

Dale Scott & Company
San Francisco, California

Paying Agent

Sacramento County Director of Finance
Sacramento, California

Escrow Agent

U.S. Bank Trust Company, National Association
San Francisco, California

Verification Agent

Causey, Demgen & Moore
Denver, Colorado

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
General 1	
Registration	2
The District	2
Sources of Payment for the Bonds	3
Continuing Disclosure	3
Professionals Involved in the Offering	3
Forward-Looking Statements	3
Closing Date	4
THE BONDS	4
Authority for Issuance	4
Purpose of Issue	4
Description of the Bonds	4
Payment of the Bonds	4
Redemption	5
Selection of Bonds for Redemption	6
Notice of Redemption	6
Right to Rescind Notice of Redemption	7
Effect of Notice of Redemption	7
Transfer and Exchange	7
Defeasance	7
Book-Entry Only System	8
Continuing Disclosure Agreement	8
SOURCES AND USES OF FUNDS	9
District Investments	9
DEBT SERVICE SCHEDULE	10
SECURITY FOR THE BONDS	13
General 13	
Property Taxation System	13
Restrictions on use of <i>Ad Valorem</i> Taxes and Statutory Lien on Debt Service	13
Pledge of Tax Revenues	14
PLAN OF FINANCE	14
The Refunding	14
The Tender Offer	14
TAX BASE FOR REPAYMENT OF THE BONDS	18
<i>Ad Valorem</i> Property Taxation	18
Assessed Valuations	19
Natural Disasters Impacting Assessed Valuations	20
Re-assessments and Appeals of Assessed Valuations	22
Assessed Valuation by Jurisdiction	23
Assessed Valuation by Land Use	23
Assessed Valuation of Single Family Homes	24
Largest Taxpayers	24
Tax Rates	25
The Teeter Plan	25
Tax Levies and Delinquencies	26
Direct and Overlapping Debt	26
DISTRICT FINANCIAL INFORMATION	28
State Funding of Education	28

TABLE OF CONTENTS
(continued)

	Page
Revenue Sources	32
Developer Fees	33
COVID-19 and its Economic Impact.....	33
Impact of COVID-19 on California School Districts	34
Budget Procedures	35
2018-19 Budget Disapproval and Initial County Oversight	36
Implementation of Fiscal Recovery Plans	36
Conditional Approval of Fiscal Years 2021-22 and 2022-23 Budgets	36
FCMAT Fiscal Health Risk Analysis	37
FCMAT Management Assistance.....	38
State Audit	38
Comparative Financial Statements	39
General Fund Balance Sheet.....	41
Accounting Practices	42
State Budget Measures.....	42
CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT	
REVENUES.....	47
Article XIII A of the California Constitution.....	47
<i>Property Tax Base Transfer Constitutional Amendment.</i> On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment (“Proposition 19”). Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 has had on assessed valuation of real property in the District. Since fiscal year 2020-21, assessed valuation within the District has increased. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein. Legislation Implementing Article XIII A.....	48
Proposition 50 and Proposition 171	48
Unitary Property	49
Article XIII B of the California Constitution.....	50
Article XIII C and Article XIII D of the California Constitution	51
Proposition 26	51
Proposition 98	52
Proposition 111	52
Proposition 39	54
Jarvis v. Connell	54
Proposition 1A and Proposition 22	55
Proposition 30	56
Proposition 55	56
Proposition 51	57
Proposition 2	57
Future Initiatives	59
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	59
Board of Education	60

TABLE OF CONTENTS
(continued)

	Page
Key Personnel	60
Employees and Labor Relations	61
District Retirement Systems	62
Other Post-Employment Benefits	66
Risk Management	67
District Debt Structure	68
Short-Term Debt	70
SACRAMENTO COUNTY INVESTMENT POOL	71
CONTINUING DISCLOSURE	71
LEGAL MATTERS	72
Limitation on Remedies; Amounts Held in the County Treasury Pool	72
California Senate Bill 222	73
TAX MATTERS	73
LEGALITY FOR INVESTMENT	75
RATING	75
ESCROW VERIFICATION	76
UNDERWRITING	76
NO LITIGATION	76
OTHER INFORMATION	77
APPENDIX A – FORM OF BOND COUNSEL OPINION	A-1
APPENDIX B – SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2022	B-1
APPENDIX C – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO	C-1
APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT	D-1
APPENDIX E – SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT	E-1
APPENDIX F – BOOK-ENTRY ONLY SYSTEM	F-1

No dealer, broker, salesperson or other person has been authorized by the Sacramento City Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of Sacramento, the County of Sacramento has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "THE SACRAMENTO COUNTY INVESTMENT POOL."

The Underwriter has provided the following sentence for inclusion in this Official Statement. "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

The District maintains a website and social media accounts. However, the information presented on such sites is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2023 GENERAL OBLIGATION REFUNDING BONDS**

Consisting of

<p>\$ _____[*] 2023 General Obligation Refunding Bonds, Series A</p>	<p>\$ _____[*] 2023 General Obligation Refunding Bonds, Series B</p>
<p>\$ _____[*] 2023 General Obligation Refunding Bonds, Series C</p>	
<p>\$ _____[*] 2023 General Obligation Refunding Bonds, Series D</p>	<p>\$ _____[*] 2023 General Obligation Refunding Bonds, Series E</p>

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

General

The District proposes to issue \$ _____^{*} aggregate principal amount of its 2023 General Obligation Refunding Bonds, Series A (the “Series A Bonds”) in order to (i) refund all or a portion of its Outstanding General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the “2013 Series A Bonds”) and (ii) pay all legal, financial and contingent costs in connection with the issuance of the Series A Bonds. See “PLAN OF FINANCE – The Refunding” herein. The 2013 Series A Bonds were issued pursuant to authorizations for the issuance and sale of not to exceed (i) \$346,000,000 of general obligation bonds approved by more than 55% of the qualified voters of the District voting on the proposition at a general election held on November 6, 2012 (“Measure Q”) and (ii) \$68,000,000 of general obligation bonds approved by more than 55% of the qualified voters of the District voting on the proposition at a general election held on November 6, 2012 (“Measure R”).

Refunding bonds are not counted against Measure Q or Measure R and therefore, the District may issue the Series A Bonds, as well as additional refunding bonds in the future, to refund outstanding general obligation bonds issued pursuant to Measure Q and Measure R.

The \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series B (the “Series B Bonds”), the \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series C (the “Series C Bonds”), the \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series D (the “Series D Bonds”) and the \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series E (the “Series E Bonds” and together with the Series B Bonds, the Series C Bonds and the Series D Bonds, the “Tender Refunding Bonds”) are being issued by the District to (i) purchase certain maturities of certain outstanding bonds of the District described herein (the “Target Bonds”) pursuant to an invitation to the owners of such Target Bonds and (ii) pay certain costs of

^{*} Preliminary; subject to change.

issuance associated with the Tender Refunding Bonds, as more fully described herein below and under the caption “PLAN OF FINANCE – The Tender Offer.”

The Tender Refunding Bonds and the Series A Bonds are referred to herein collectively as the “Bonds.”

The District, with the assistance of Loop Capital Markets LLC, as dealer manager (the “Dealer Manager”), has released an “Invitation to Tender made by the Sacramento City Unified School District” dated _____, 2023 (the “Tender Offer”) inviting owners of the Target Bonds to tender such bonds for purchase by the District. The Tender Offer, unless extended or cancelled, is expected to expire on _____, 2023 (the “Expiration Date”). The District will purchase all of the Target Bonds tendered for purchase and accepted by the District pursuant to the Notice of Acceptance of Tendered Bonds, expected to be dated _____, 2023*. Such tender is expected to close concurrently with the issuance of the Bonds and the District’s ability to fund the tender of such purchased Targeted Bonds is contingent on the issuance of the Bonds. See “PLAN OF FINANCE – Tender Offer.”

The Bonds have a co-equal lien on the *ad valorem* property taxes levied to pay debt service thereon with each other and with all other outstanding general obligation bonds of the District.

Registration

The Sacramento County Director of Finance (the “Director of Finance”) will act as the paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

The District

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and, as of fiscal year 2022-23, is the 12th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capital of the State, the City of Sacramento (the “City”). The District operates forty-two elementary schools for grades K-6, seven K-8 schools, six middle schools for grades seven through eight, two middle/high schools for grades seven through twelve, seven comprehensive high schools for grades nine through twelve, three alternative schools, two special education centers, two adult education centers, fifteen charter schools (including five dependent charter schools) and forty-two children’s centers/preschools. The average daily attendance (“ADA”) for the District for fiscal year 2023-24 is budgeted to be approximately 33,586 students and the District has a 2023-24 total assessed valuation of \$_____. The audited financial statements for the District for the fiscal year ended June 30, 2022 are attached hereto as APPENDIX B. For further information concerning the District, see “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT” herein.

The District is governed by a seven-member Board of Education (the “Board”), each member of which is elected by trustee areas to a four-year term. Elections for positions to the Board are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a Superintendent appointed by the Board who is responsible for day-to-day

* Preliminary; subject to change.

District operations as well as the supervision of the District's other key personnel. See "SACRAMENTO CITY UNIFIED SCHOOL DISTRICT – Board of Education" and " – Key Personnel" herein.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal and interest on the Bonds when due. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See "THE BONDS – Continuing Disclosure Agreement," "CONTINUING DISCLOSURE" herein and APPENDIX D – "FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto.

Professionals Involved in the Offering

Dannis Woliver Kelley, Long Beach, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. U.S. Bank Trust Company, National Association, San Francisco, California, is acting as escrow agent for the Bonds. Dale Scott & Company, San Francisco, California, is acting as Municipal Advisor to the District in connection with the issuance of the Bonds. Nixon Peabody LLP, San Francisco, California, is acting as counsel to the Underwriter with respect to the Bonds. The above professionals will receive compensation from the District contingent upon the sale and delivery of the Bonds.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about _____, 2023.

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Articles 9 and 11 of the Government Code (commencing with Section 53550) and pursuant to a resolution of the Board adopted on _____, 2023 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

Purpose of Issue

The net proceeds of the Series A Bonds will be applied to refund all or portion of the outstanding 2013 Series A Bonds. See “PLAN OF FINANCE – The Refunding” herein. The net proceeds of the Tender Refunding Bonds will be applied to purchase all of the Target Bonds tendered and accepted for purchase by the District. See “PLAN OF FINANCE – The Tender Offer” herein.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of \$5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by the Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM” herein.

Payment of the Bonds

Interest on the Series A Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds is payable commencing February 1, 2024, and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date” with respect to the Series A Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds).

Interest on the Series B Bonds is payable commencing January 1, 2024, and semiannually thereafter on January 1 and July 1 of each year (each, an “Interest Payment Date” with respect to the Series B Bonds).

Principal of the Series A Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds is payable on August 1 of each year as shown on the inside front cover pages hereof until maturity or the earlier redemption thereof.

Principal of the Series B Bonds is payable on July 1 of each year as shown on the inside front cover pages hereof until maturity or the earlier redemption thereof.

The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rate applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the “Record Date”). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Record Date, in which event interest shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption *

Optional Redemption. The Series __ Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective maturity dates. The Series __ Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount of the Series __ Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Series B Bonds maturing on or before July 1, 20__ are not subject to redemption prior to their respective maturity dates. The Series B Bonds maturing on or after July 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after July 1, 20__ at a redemption price equal to the par amount of the Series B Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

* Preliminary; subject to change.

Mandatory Redemption. The Series __ Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed
--	------------------------------------

* Maturity.

In the event that a portion of the Series __ Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Series __ Bonds optionally redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice of the redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount, as appropriate, of such Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Right to Rescind Notice of Redemption

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and interest and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

Effect of Notice of Redemption

Notice having been given as required in the Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the Resolution, in trust, lawful money or

non-callable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under the Resolution shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the Resolution.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of \$5,000 Principal Amount or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX F hereto.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), substantially in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

<i>Sources of Funds</i>	Series A Bonds	Series B Bonds	Series C Bonds	Series D Bonds	Series E Bonds	Total
Principal Amount of Bonds						
Original Issue Premium						
Total Sources						
 <i>Uses of Funds</i>						
Deposit to Escrow Fund						
Purchase of Target Bonds						
Costs of Issuance ⁽¹⁾						
Total Uses						

⁽¹⁾ Includes Underwriter’s discount, Bond and Disclosure Counsel fees, Dealer-Manager fees, bond insurance premium, if any, municipal advisory fees, paying agent fees, rating agency fees, verification agent fees, and other costs of issuance.

District Investments

The Director of Finance manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the County by school and community college districts located in the County, various special districts, and some cities within the State. State law generally requires that all moneys of the County, school and community college districts and certain special districts located in the County be held in the County Treasury. The County invests moneys of school and community colleges over which it has jurisdiction in its pooled investment fund (the “Investment Pool”).

The composition and value of investments under management in the Investment Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the Investment Pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. For a further discussion of the Investment Pool, see the caption “THE SACRAMENTO COUNTY INVESTMENT POOL” herein.

[Remainder of page intentionally left blank]

DEBT SERVICE SCHEDULE

The following table summarizes the annual principal and interest payments on the Bonds, assuming no optional redemption.

ANNUAL DEBT SERVICE ON THE BONDS

Bond Year Ending (July 1/ August 1) ¹	Series A Bonds		Series B Bonds		Series C Bonds		Series D Bonds		Series E Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
2024											
2025											
2026											
2027											
2028											
2029											
2030											
2031											
2032											
2033											
2034											
2035											
2036											
2037											
2038											
2039											
2040											
2041											
2042											
2043											
2044											
2045											
2046											
2047											
2048											
2049											
2050											
2051											
2052											
Total											

¹ The bond year ends August 1 in each year with respect to the Series A Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds and July 1 in each year with respect to the Series B Bonds.

The table on the following page shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising the General Obligation Bonds, Election of 2002, Series 2007 ("2002 Series 2007 Bonds"), the 2013 Series A Bonds, the General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series B (Qualified School Construction Bonds) (Taxable) ("2013 Series B Bonds"), the 2014 General Obligation Refunding Bonds ("2014 Refunding Bonds"), the 2015 General Obligation Refunding Bonds ("2015 Refunding Bonds"), the General Obligation Bonds (Measure Q) (Election of 2012), 2015 Series C-1 (Tax-Exempt) ("2015 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D ("2016 Series D Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E (2017 Series E Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C ("2017 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2018 Series F ("2018 Series F Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D ("2019 Series D Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G ("2021 Series G Bonds") the 2021 General Obligation Refunding Bonds ("2021 Refunding Bonds"), the General Obligation Bonds, Election of 2020 (Measure H), 2022 Series A ("2022 Series A Bonds") and 2022 General Obligation Refunding Bonds ("2022 Refunding Bonds") and the Bonds.

All or a portion of the outstanding 2013 Series A Bonds are expected to be refunded by the Series A Bonds described herein. See "PLAN OF FINANCE – The Refunding." Certain maturities of the 2015 Refunding Bonds, 2015 Series C Bonds, 2016 Series D Bonds, 2017 Series C Bonds, 2017 Series E Bonds, 2019 Series D Bonds and 2022 Series A Bonds are the Target Bonds being offered to be tendered for purchase pursuant to the Tender Offer and, if tendered and accepted by the District, may be refunded from proceeds of the Tender Refunding Bonds. See "PLAN OF FINANCE – The Tender Offer."

[Remainder of page intentionally blank]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Total Annual Debt Service
Outstanding General Obligation Bonds

Period Ending ⁽¹⁾	2002 Series 2007 Bonds ⁽²⁾	2013 Series A Bonds ⁽³⁾⁽⁴⁾	2013 Series B Bonds ⁽³⁾⁽⁵⁾	2014 Refunding Bonds ⁽²⁾	2015 Refunding Bonds ⁽²⁾	2015 Series C Bonds ⁽³⁾	2016 Series D Bonds ⁽³⁾	2017 Series E Bonds ⁽³⁾	2017 Series C Bonds ⁽³⁾	2018 Series F Bonds ⁽³⁾	2019 Series D Bonds ⁽³⁾	2021 Series G Bonds	2021 Series Refunding Bonds	2022 Series A Bonds	2022 Series Refunding Bonds	Total
2024	\$5,225,000	\$966,138	\$3,926,667	\$5,488,600	\$929,000	\$4,686,400	\$807,700	\$5,654,250	\$595,300	\$665,990	\$1,236,375					
2025	5,510,000	968,388	3,926,667	5,698,100	929,000	4,684,150	808,900	5,655,250	594,300	-	1,235,575					
2026	5,725,000	969,388	3,926,667	5,910,850	929,000	4,686,650	806,900	5,661,000	592,800	-	1,238,975					
2027	6,280,000	967,875	3,926,667	6,125,600	929,000	4,688,400	808,500	5,656,000	595,800	-	1,236,375					
2028	6,525,000	970,050	3,926,667	-	6,629,000	4,684,150	809,300	5,660,500	593,050	-	1,237,975					
2029	6,765,000	965,650	3,926,667	-	6,829,000	4,683,900	809,300	5,653,750	594,800	-	1,238,575					
2030	7,015,000	969,938	3,926,667	-	7,029,750	4,687,150	808,500	5,656,000	595,800	-	1,238,175					
2031	9,525,000	967,388	3,926,667	-	-	4,688,400	806,900	5,659,400	594,000	-	1,235,175					
2032	9,860,000	968,263	3,926,667	-	-	4,687,400	809,500	5,658,200	591,800	-	1,235,675					
2033	-	967,300	3,926,667	-	-	4,683,900	811,100	5,657,400	594,200	-	1,234,425					
2034	-	969,500	3,926,667	-	-	4,687,650	806,700	5,656,800	596,000	-	1,236,375					
2035	-	966,500	3,926,667	-	-	4,687,900	811,500	5,661,200	592,200	-	1,236,875					
2036	-	966,750	3,926,667	-	-	4,684,400	811,700	5,660,200	593,000	-	1,236,875					
2037	-	965,000	3,926,667	-	-	4,685,400	811,300	5,658,800	593,200	-	1,236,375					
2038	-	967,396	3,738,333	-	-	4,685,200	810,300	5,656,800	592,800	-	1,234,325					
2039	-	-	-	-	-	4,688,600	808,700	5,659,000	591,800	-	1,236,750					
2040	-	-	-	-	-	4,685,200	811,500	5,655,000	595,200	-	1,236,350					
2041	-	-	-	-	-	-	808,550	5,659,800	592,800	-	1,238,750					
2042	-	-	-	-	-	-	-	5,657,800	594,800	-	1,235,250					
2043	-	-	-	-	-	-	-	5,654,000	596,000	-	1,236,000					
2044	-	-	-	-	-	-	-	5,658,200	591,400	-	1,235,850					
2045	-	-	-	-	-	-	-	5,654,800	596,200	-	1,234,800					
2046	-	-	-	-	-	-	-	5,653,800	595,000	-	1,237,850					
2047	-	-	-	-	-	-	-	5,659,850	592,250	-	1,234,850					
2048	-	-	-	-	-	-	-	-	-	-	1,235,950					
2049	-	-	-	-	-	-	-	-	-	-	1,236,000					
Total ⁽⁶⁾																

- (1) July 1, except as otherwise noted.
 - (2) January 1 and July 1 payments.
 - (3) February 1 and August 1 payments.
 - (4) Debt service shown for periods ending August 1, 2021-2037 and July 1, 2038.
 - (5) Debt service not net of Qualified School Construction Bonds (QSCB) subsidy payments.
- Columns may not sum to totals due to rounding.

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

The District is authorized to issue refunding bonds to refund its outstanding general obligation bonds (including general obligation refunding bonds) or to purchase its outstanding general obligation bonds to be refunded under the Government Code (commencing with section 53550 thereof).

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolution, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* property tax which the County levies and receives and all interest earnings thereon (the “Pledged Moneys”). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District, payable solely from Pledged Moneys and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

PLAN OF FINANCE

The Refunding

The District intends to apply the net proceeds of the sale of the Series A Bonds to (i) refund the 2013 Series A Bonds maturing on August 1, 20__ through August 1, 20__, inclusive (the “Refunded Bonds”), and (ii) pay the costs of issuance of the Series A Bonds.

Upon the issuance of the Series A Bonds, the District will deposit the net proceeds of the Series A Bonds into an Escrow Fund (the “Escrow Fund”) established pursuant to the Escrow and Deposit Agreement, by and between the District and U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”) thereunder, in order to redeem the Refunded Bonds on February __, 2024 (the “Redemption Date”), at a redemption price equal to the par amount of the Refunded Bonds, plus accrued interest to the Redemption Date.

The sufficiency of amounts deposited into the Escrow Fund, together with investment earnings thereon, to effect the redemption of the Refunded Bonds will be verified by Causey, Demgen & Moore, certified public accountants (the “Verification Agent”). See the caption “ESCROW VERIFICATION” herein.

As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the Underwriter’s and the Verification Agent’s computations, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will be discharged. Amounts deposited into the Escrow Fund are not available to pay debt service on the Bonds.

The Tender Offer

Concurrently with the issuance and sale of the Series A Bonds, the District, with the assistance of the Dealer Manager, has released the Tender Offer inviting owners of the Target Bonds listed in the Tender Offer and described in the tables below to tender such bonds for purchase by the District. Such purchase of tendered bonds is intended to be financed with the net proceeds of the Tender Refunding Bonds. The purpose of the Tender Offer is to refund the Target Bonds on the date of issuance of the Tender Refunding Bonds (the “Settlement Date”) in order to produce present value debt service savings.

As set forth in the Tender Offer, the owners of the Target Bonds may tender such Target Bonds for cash and, subject to the conditions set forth therein, the District intends to purchase the Target Bonds that are accepted for purchase pursuant to the terms and at the purchase prices set forth in the Tender Offer, as confirmed in a related Pricing Notice dated ____, 2023 and a related Notice of Acceptance of

Tendered Bonds dated _____, 2023, each as available on EMMA. The Target Bonds purchased pursuant to the Tender Offer (the “Purchased Target Bonds”) are expected to be refunded and cancelled on the Settlement Date and shall no longer be deemed outstanding under their authorizing resolutions. Funds to pay the purchase price of the Purchased Target Bonds, and to pay the costs of the Tender Offer, are expected to be provided from the proceeds of the Tender Refunding Bonds.

This section is not intended to summarize all of the terms of the Tender Offer and reference is made to the Tender Offer for a discussion of the terms of the Tender Offer and the conditions for settlement of the Target Bonds validly tendered and accepted for purchase.

Based on the results of the Tender Offer, the Target Bonds listed in the Tender Offer may be (i) purchased pursuant to the Tender Offer, or (ii) remain outstanding.

The tendered Target Bonds accepted by the District for purchase, as more particularly described in the Tender Offer will be listed in the Official Statement. The Target Bonds are listed in the tables below. Subject to satisfaction of all conditions to the District’s obligation to purchase the Target Bonds tendered for purchase pursuant to the Tender Offer, payment by the District will be made through DTC on the Settlement Date. The District expects that, in accordance with DTC’s standard procedures, DTC will transmit the aggregate Purchase Prices (as described in the Tender Offer) to be paid for the Target Bonds tendered for purchase (plus accrued interest) to DTC participants holding the Target Bonds accepted for purchase on behalf of bondowners for subsequent disbursement to the bondowners. The District, the Dealer Manager and the Information Agent and Tender Agent (as defined in the Tender Offer) have no responsibility or liability for the distribution of the Purchase Prices paid and accrued interest by DTC to DTC participants or by DTC participants to bondowners.

The District will purchase Purchased Target Bonds at their respective Purchase Prices in amounts expected to achieve the District’s financing goals. The District’s ability to fund the tender of such Purchased Target Bonds is based on the issuance of the Tender Refunding Bonds. **The issuance of the Tender Refunding Bonds is dependent on the results of the Tender Offer as described in this Official Statement.** The final decision to purchase any Target Bonds will be based upon market conditions associated with the sale of the Tender Refunding Bonds and other factors outside of the control of the District.

No assurances can be given that any bondholders will tender any portion of the Target Bonds and the District is not obligated to purchase any timely tendered Target Bonds. There can be no assurances that the Tender Offer will result in the tender or purchase of any of the Target Bonds.

The Target Bonds

The following tables show information with respect to the specific maturities of the Target Bonds which may be purchased with a portion of the net proceeds of the Target Refunding Bonds. Only the maturities of Target Bonds that are tendered and accepted for purchase by the District are considered Purchased Target Bonds. Following the Settlement Date, Purchased Target Bonds shall be cancelled and shall no longer be outstanding.

The proceeds of the Series B Bonds are intended to be applied to purchase the following Target Bonds:

**Sacramento City Unified School District
(County of Sacramento, California)
2015 General Obligation Refunding Bonds**

CUSIP ¹ (785870)	Maturity (July 1)	Principal Amount Outstanding
--------------------------------	----------------------	------------------------------------

The proceeds of the Series C Bonds are intended to be applied to purchase the following Target Bonds:

**Sacramento City Unified School District
(County of Sacramento, California)
General Obligation Bonds (Measure Q)
Election of 2012, 2015 Series C-1**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

**Sacramento City Unified School District
(County of Sacramento, California)
General Obligation Bonds,
Election of 2012 (Measure Q), 2016 Series D**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

**Sacramento City Unified School District
 (County of Sacramento, California)
 General Obligation Bonds,
 Election of 2012 (Measure Q), 2017 Series E**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

The proceeds of the Series D Bonds are intended to be applied to purchase the following Target Bonds:

**Sacramento City Unified School District
 (County of Sacramento, California)
 General Obligation Bonds,
 Election of 2012 (Measure R), 2017 Series C**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

**Sacramento City Unified School District
 (County of Sacramento, California)
 General Obligation Bonds,
 Election of 2012 (Measure R), 2019 Series D**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

The proceeds of the Series E Bonds are intended to be applied to purchase the following Target Bonds:

**Sacramento City Unified School District
(Sacramento County, California)
General Obligation Bonds,
Election of 2020 (Measure H), 2022 Series A**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding
--------------------------------	------------------------	------------------------------------

TAX BASE FOR REPAYMENT OF THE BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District’s General Fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a “floating lien date”). For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of “situs” growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of \$7,000 of the taxable value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies. Current law also provides, upon application, a basis exemption of \$100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to \$150,000 if the applicant meets the income limit of \$40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following tables presents the historical assessed valuation in the District since fiscal year 2012-13. The District’s total assessed valuation is \$ _____ for fiscal year 2023-24.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Summary of Assessed Valuations
Fiscal Years 2012-13 through 2023-24

Fiscal Year	Local Secured ⁽¹⁾	Utility	Unsecured	Total	Annual % Change
2012-13	\$24,088,535,893	\$7,130,520	\$1,312,707,722	\$25,401,243,615	(1.35)%
2013-14	25,070,853,698	6,354,537	1,240,891,839	26,311,745,537	3.58
2014-15	26,203,736,543	12,146,083	1,279,564,924	27,483,301,467	4.45
2015-16	27,627,053,568	5,824,663	1,188,321,120	28,815,374,688	4.85
2016-17	29,448,310,116	5,751,502	1,271,280,326	30,719,590,442	6.61
2017-18	31,630,780,391	5,693,751	1,332,650,184	32,963,430,575	7.30
2018-19	33,920,993,517	5,636,032	1,444,875,017	35,365,868,534	7.29
2019-20	36,764,643,370	5,334,879	1,403,666,196	38,168,309,566	7.92
2020-21	38,932,165,119	5,265,184	1,497,094,117	40,429,259,236	5.92
2021-22	40,932,044,833	5,265,184	1,452,631,056	42,389,941,073	4.85
2022-23	43,729,164,723	5,146,184	1,574,518,646	45,303,683,369	6.87
2023-24					

⁽¹⁾ Includes the secured assessed valuation of utility property and excludes the unitary assessed valuation of utility property, both as determined by the State Board of Equalization.

Source: *California Municipal Statistics, Inc.*

Economic and other factors beyond the District’s control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood, fire, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “SECURITY FOR THE BONDS.”

Natural Disasters Impacting Assessed Valuations

Drought Conditions. Water shortfalls resulting from the driest conditions in recorded State history caused a State-wide drought State of Emergency for California in 2014 and the imposition by State regulators of reductions in water usage through 2017 when the State-wide drought ended in almost all California counties.

During fiscal years 2020-21, 2021-22, and 2022-23, much of the State experienced Severe or Extreme Drought, pursuant to the U.S. Drought Monitor Classification Scheme. Beginning in April, 2021, Governor Newsom signed several executive orders relating to the drought, including declaring states of emergency due to drought in the State. On January 4, 2022, State Water Board adopted emergency use regulations prohibiting certain wasteful water practices such as watering ornamental landscapes during rain and using potable water to clean hard surfaces and driveways. In June, 2022, additional emergency water conservation regulations took effect limiting watering of ornamental grasses in certain locations followed by additional water use regulations in December prohibiting wasteful water use practices.

On March 24, 2023, as a result of rain and snowfall in the State, Governor Newsom rolled back many of the water use restrictions in his previous drought-related executive orders but left in place certain measures aimed at wasteful water uses as well as preserving ground water supplies.

Currently, according to the U.S. Drought Monitor, approximately 93% of the State is experiencing no drought, approximately 6% of the State is experiencing Abnormally Dry conditions, and approximately 1% of the State is experiencing Moderate Drought. The District cannot predict if or when water usage restrictions might be imposed again or what impact such restrictions, if imposed, might have on the assessed valuation of the District and the local economy.

Wildfires. In recent years, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. During the summer of 2020, California experienced large-scale wildfires in several portions of the State. The District was not materially impacted by recent wildfires.

Earthquakes. All jurisdictions in California are subject to the effects of damaging earthquakes. Earthquakes are considered a threat to the District due to the highly active seismic region and the proximity of fault zones, which could influence the entire southern coastal portion of the State. An earthquake along one of the faults in the vicinity, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such a quake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake can easily exceed the resources of the District and other local public entities and would require a high level of self-help, coordination and cooperation.

Floods. The Federal Emergency Management Agency produces Flood Insurance Rate Maps that show that portions of the District are in a 100-year floodplain. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1-in-100 probability of occurrence in any year.

Climate Change. Climate change caused by human activities may have adverse effects on the property within the boundaries of the District. Climate change can also result in more variable weather patterns throughout the State, which can lead to longer and more severe droughts and wildfires as well as increased risk of flooding and a rise in sea levels. Projections of the impacts of global climate change are complex and depend on many factors that are outside the District's control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when adverse impacts of climate change will occur or the extent of such impacts.

The occurrence of natural disasters within the boundaries of the District could result in substantial damage to property within the District (including District properties) and, in turn, could substantially reduce assessed valuations of such property.

Change in Economic Conditions. The outbreak of COVID-19 and the corresponding measures to prevent its spread caused widespread unemployment and economic slowdown in the United States, the State and the County. Such economic slowdown created risk for economic recession or depression or a general market decline in real estate values which in turn could have led to a reduction of assessed values in the District.

The District cannot make any representation regarding the effects that COVID-19, drought, flooding, change in economic conditions, caused by pandemic or otherwise, fire conditions, earthquakes, or other natural disasters has had, or may have on the value of taxable property within the District, or to what extent such conditions could cause disruptions to economic activity, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

Re-assessments and Appeals of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 (“Proposition 8”), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIII A (currently, a 2% annual maximum) until such assessed value again equals the Article XIII A base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIII A and base year values may not be increased by more than the standard Article XIII A annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIII A base year value for such property. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution” herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District. However, any reduction in assessed value within the District would simply increase the tax rate necessary to pay the Bonds and any outstanding general obligations bonds of the District. The Board of Supervisors of the County is

obligated to levy and collect *ad valorem* taxes, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on outstanding general obligation bonds of the District.

Assessed Valuation by Jurisdiction

The table below sets forth the assessed valuation within the District by political jurisdiction.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Assessed Valuation by Jurisdiction
Fiscal Year 2023-24**

<u>Jurisdiction:</u>	<u>Assessed Valuation in District</u>	<u>% of District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>% of Jurisdiction in District</u>
----------------------	---	--------------------------	---	--

Source: *California Municipal Statistics, Inc.*

Assessed Valuation by Land Use

The table below sets forth the assessed valuation of the taxable property within the District by land use.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2023-24**

⁽¹⁾ Local secured assessed valuation, excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

[Remainder of page intentionally blank]

Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2023-24, including the median and average assessed value per single family parcel. According to [source], the median sales price of a single family home in _____, 2023, was \$_____.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Per Parcel Assessed Valuation of Single Family Homes Fiscal Year 2023-24

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2023-24.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Largest Total Secured Taxpayers Fiscal Year 2023-24

⁽¹⁾ 2023-24 local secured assessed valuation: \$_____.
Source: *California Municipal Statistics, Inc.*

The top 20 taxpayers on the secured roll for 2023-24 account for ___% of the secured assessed value in the District which is \$_____. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2023-24 was _____, accounting for ___% of the total secured assessed value in the District. No other secured taxpayer accounted for more than ___% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

[Remainder of page intentionally blank]

Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 3-005 within the District for fiscal years 2018-19 through 2022-23:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Typical Tax Rate per \$100 Assessed Valuation (TRA 3-005)⁽¹⁾
Fiscal Years 2018-19 through 2022-23**

Jurisdiction	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
General	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Los Rios Community College District	0.0131	0.0232	0.0223	.0249	
Sacramento City USD	<u>0.1164</u>	<u>0.1139</u>	<u>0.1171</u>	<u>.0918</u>	
Total	1.1295	1.1371	1.1394	1.1167%	

⁽¹⁾ 2022-23 assessed valuation of TRA 3-005 is \$ _____ which is ____% of the District’s total assessed valuation.
Source: *California Municipal Statistics, Inc.*

The Teeter Plan

The Board of Supervisors of the County in 1993 approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2017-18 through 2021-22. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Secured Tax Charges Fiscal Years 2017-18 through 2021-22

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amt. Del. June 30 ⁽²⁾	% Del. June 30 ⁽²⁾
2017-18	\$38,637,596	\$388,774	1.01%
2018-19	39,103,684	328,227	0.84
2019-20	41,260,741	496,589	1.20
2020-21			
2021-22			

⁽¹⁾ Represents 1% General Fund apportionment. Excludes secured supplemental property.

⁽²⁾ Sacramento County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

Source: *California Municipal Statistics, Inc.*

Direct and Overlapping Debt

Numerous local agencies that provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

[Remainder of page intentionally blank]

The following table is a statement of the District's direct and estimated overlapping bonded debt as of _____, 2023:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Direct and Overlapping Bonded Indebtedness
Dated as of _____, 2023

-
- (1) Excludes the Bonds to be sold, but includes the Refunded Bonds and the Target Bonds.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Qualified Zone Academy Bonds are included based on principal due at maturity.
Source: *California Municipal Statistics Inc.*

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and interest on the Bonds is payable from the General Fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was implemented in stages, beginning in fiscal year 2013-14 and was fully implemented in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below) enacted the LCFF beginning in fiscal year 2013-14, which replaced the revenue limit funding system and many categorical programs. See "-- Revenue Limit Funding System" below. The LCFF distributes resources to school districts through a guaranteed base funding grant (the "Base Grant") per unit of ADA. The average Base Grant is \$7,643 per unit of ADA, which is \$2,375 more than the average revenue limit. A Base Grant is assigned to each of four grade spans. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth.

For fiscal year 2023-24, the LCFF provides to school districts and charter schools a Target Base Grant for each Local Education Agency ("LEA") equivalent to (a) \$10,951 per ADA for kindergarten through grade 3; (b) \$10,069 per ADA for grades 4 through 6; (c) \$10,367 per ADA for grades 7 and 8; and (d) \$12,327 per ADA for grades 9 through 12.

Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of a cost-of-living-adjustment ("COLA") is now subject to appropriation for such adjustment in the annual State budget. For fiscal year 2023-24, a 8.22% COLA was included. See "-- State Budget Measures – 2023-24 State Budget" for information regarding the COLA for fiscal year 2023-24. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are

eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals (“FRPM”) and are not discussed separately herein). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied by the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the historical enrollment (California Basic Educational Data System Actual) and ADA (second principal apportionment) for fiscal years 2011-12 through 2022-23.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Historical Enrollment and ADA
Fiscal Years 2011-12 through 2022-23

Fiscal Year	Enrollment	ADA
2011-12	43,426	41,131
2012-13	42,623	40,449
2013-14	41,638	39,985
2014-15	41,026	38,891
2015-16	41,027	38,837
2016-17	41,079	38,730
2017-18	40,852	38,578
2018-19	40,660	38,425
2019-20	40,428	38,205
2020-21	39,003	38,220
2021-22	38,045	32,673
2022-23	37,289	33,727

Source: *The District*.

Declining Enrollment. As shown in the table above, the District has been experiencing declining in enrollment for over a decade. The District projects and has budgeted continuing enrollment decline of approximately 0.5% over the next two fiscal years, as reflected in its fiscal year 2023-24 budget and as shown in the following table. The District attributes the decline in enrollment to local demographic shifts including a decline in birth rates and families moving out of State, as well competing charter schools within the District’s territory. See “DISTRICT FINANCIAL INFORMATION – District Budgets” for a discussion of the impact of declining enrollment, among other factors, on the District’s financial condition.

The following table sets forth the ADA, enrollment, the percentage of EL/LI (“Unduplicated Count”) enrollment, and the percentage of FRPM enrollment for fiscal year 2022-23, budgeted for the current year and projections for fiscal years 2024-25 and 2025-26.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ADA, English Language/Low Income Enrollment
Fiscal Years 2022-23 through 2025-26**

Fiscal Year	ADA					Enrollment		
	K-3	4-6	7-8	9-12	Total ADA	Total Enrollment	% of Unduplicated Count	% of FRPM Enrollment
2022-23					33,727	37,289	70.39%	
2023-24 ¹					33,586	36,506	69.82	
2024-25 ²					33,414	36,320	69.82	
2025-26 ²					33,244	36,135	69.82	

¹ Budgeted.

² Projected.

Source: *The District*.

Due to the COVID-19 pandemic and related State budget-implementing legislation, California school districts, other than certain charter school districts, were held harmless against any loss of ADA for purposes of calculating apportionment in the 2020-21 fiscal year, with ADA for purposes of calculation of state funding based on ADA for fiscal year 2019-20. Additionally, due to State-wide declining enrollment trends, additional hold harmless measures have been instituted to shelter school districts from large annual revenue losses. For fiscal year 2021-22, ADA for funding purposes was based on ADA for fiscal year 2019-20. The fiscal year 2022-23 budget for the State permits schools districts, on an on-going basis, to use the greater of the current year or prior year ADA or an average of the three prior years’ ADA to calculate LCFF funding. Due to the declining enrollment trends, the District calculates funded ADA based on the average of the prior three years’ ADA. See “DISTRICT FINANCIAL INFORMATION – State Budget Measures.”

The sum of a school district’s adjusted Base, Supplemental and Concentration Grants will be multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the State Legislature to school districts.

Certain schools districts, known as “basic aid” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as basic aid, and does not expect to in future fiscal years.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school district can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt Local Control and Accountability Plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually, covering a three year period. The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97 (2013), as amended by SB 91 (2013), establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the “State Superintendent”) is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

In the last five years, the District has adopted its annual LCAP in compliance with the LCFF.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the difference between the District’s revenue limit and the District’s local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its General Fund revenues into four sources. The annual percentage of revenue by each source for the most recent three fiscal years, estimated for fiscal year 2022-23 and budgeted for fiscal year 2023-24 is set forth in the table below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Percentage of Revenue by Source**

Revenue Source	2019-20	2020-21	2021-22	2022-23 ⁽¹⁾	2023-24 ⁽²⁾
LCFF sources	74.7%	67.2	62.3%	58.1%	69.8%
Federal revenues	9.4	19.0	19.4	18.0	13.8
Other State revenues	14.1	12.2	16.8	22.6	15.5
Other local revenues	1.8	1.6	1.0	1.3	0.9

⁽¹⁾ Based on the 2022-23 Estimated Actuals.
⁽²⁾ Based on the Adopted Fiscal Year 2023-24 Budget.
Source: *The District*.

Each of these revenue sources is briefly described below. For more information regarding the LCFF, see “-State Funding of Education” above.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. See “- State Funding of Education – Local Control Funding Formula” above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Every Child Succeeds.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the “Lottery”), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees are \$3.36 per square foot for residential housing and \$0.54 per square foot for commercial or industrial development. The following table sets forth developer fee collections by the District for the last five fiscal years and the projected developer fee collections for the current fiscal year. Developer fees collected by the District are not available to be used to pay principal of or interest on the Bonds.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Developer Fee Collections

Fiscal Year	Developer Fees Collected
2019-20	\$6,208,728.19
2020-21	5,266,712.66
2021-22	8,161,150.00
2022-23 ⁽¹⁾	4,566,925.86
2023-24 ⁽²⁾	3,885,000.00

⁽¹⁾ Estimated.

⁽²⁾ Budgeted.

Source: *The District*.

COVID-19 and its Economic Impact

In late 2019, an outbreak of COVID-19, a respiratory virus, initially occurred in China and subsequently spread globally. The global outbreak, together with measures undertaken to limit the spread of COVID-19 imposed by local and federal governments, caused volatility in financial markets as well as operating restrictions upon many businesses. The COVID-19 outbreak resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools through much of 2020 and portions of 2021, as well as supply chain issues and increases in inflation as these restrictions and closures have been lifted.

Federal Response. On March 13, 2020, in response to the COVID-19 outbreak, then President Trump declared a national emergency, making available more than \$50 billion in federal resources to combat the spread of COVID-19. Contemporaneously, Congress enacted and the President signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to provide relief and stimulus to American businesses and individuals impacted by COVID-19. The CARES Act also designated \$339.8 billion for state and local governments with \$274 billion for COVID-19 response efforts as well as an additional \$13 billion for K-12 schools. In order to provide extensions to certain benefits previously provided under the CARES Act, as well as address ongoing economic impacts of the COVID-19 pandemic, in December, 2020, the federal government enacted the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”) which included \$900 billion of coronavirus emergency response and relief including \$54.3 billion for K-12 schools and \$22.7 billion for higher education. In March, 2021, President Biden signed a \$1.9 trillion stimulus package (the “American Rescue Package”) into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts. On January 31, 2023, the Biden Administration announced that the United States would end its COVID-19 emergency declarations on May 11, 2023.

State Response. In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency. On March 19, 2020, Governor Newsom issued

an Executive Order requiring mandatory shelter-in-place for all non-essential services. In September, 2020, the Governor replaced the Executive Order with the “Blueprint for a Safer Economy” (“Blueprint”) which provided regulations for economic and social activity on a county by county basis related to certain metrics of disease transmission. The Blueprint system was terminated on June 15, 2021 and Governor Newsom ended the State of Emergency relating to COVID-19 on February 28, 2023.

As a result of the various regulations imposed in order to slow the spread of COVID-19, economic activity within the State, the County and the community around and within the District suffered episodes of recession and/or depression. Generally, a majority of the State’s General Fund revenue is derived from personal income tax receipts. However, the fiscal year 2021-22 budget for the State and the 2022-23 State Budget (defined below) indicated increases in State revenues during the COVID-19 pandemic. The 2023-24 State Budget (defined below), however, forecasts revenues decreasing from recent years. See “See “ – State Budget Measures – 2023-24 State Budget” for additional information regarding State revenues in fiscal year 2023-24.

Impact of COVID-19 on California School Districts

To assist school districts respond to the spread of COVID-19, on March 13, 2020, Governor Newsom issued Executive Order N-26-20, providing that school districts that initiated a school closure would continue to receive state funding to support all of the following during the period of closure: (1) continued delivery of high-quality educational opportunities to students through, among other options, distance learning and/or independent study; (2) the provision of school meals in noncongregate settings; (3) arrangement for supervision for students during ordinary school hours; and (4) continued payment of school district employees. The Executive Order also provided that statutorily mandated maintenance of schools for a minimum of 175 days was waived for school districts that initiated a school closure to address COVID-19.

To address the impacts of school closures and the COVID-19 response, the State Legislature, in 2020, adopted legislation to appropriate \$500,000,000 from the State General Fund for any purpose related to the Governor’s declared State of Emergency. Among other things, the legislation provided that, for all school districts that complied with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to February 29, 2020, inclusive, would be reported for apportionment purposes and, further, held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak.

The District, like other school districts in the State, closed its school campuses for the remainder of the 2019-20 school year and implemented a distance learning program. The District began the 2020-21 school year with a distance learning program and began offering a hybrid model of instruction for all grades beginning in the second half of the 2020-21, when the County moved into a lower risk assessment tier under the Blueprint. The District began the 2021-22 school year offering full time in-person learning, for which the State provided grants to incentivize and assist school districts with re-opening and learning loss mitigation. The District currently remains fully open.

During the COVID-19 pandemic, the District received approximately \$[REDACTED] million in aggregate relief, including funding from the CARES Act, CRRSA and the American Rescue Package. The District has used such funding for, among other things, [staff training, sanitizing supplies, educational technology, mental health services, professional development, broadband connectivity, meal services for families, and learning loss staffing and plans to use additional COVID-19 funding to improve air quality and ventilation, outdoor learning spaces, curriculum and instructional materials, and English language development and math supports.]

The District cannot predict the extent or duration of another COVID-19 outbreak or what impact it may have on the District's General Fund revenues. However, the Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the General Fund of the District. See "SECURITY FOR THE BONDS" herein.

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("AB 1200"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations, and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

The District's budget's for fiscal years 2018-19, 2019-20 and 2020-21 were disapproved by the Sacramento County Office of Education ("SCOE"). The District's budgets for fiscal years 2021-22, 2022-23 and 2023-24 have all been conditionally approved by SCOE. See "2018-19 Budget Disapproval and Initial County Oversight" and "- Conditional Approval of fiscal years 2021-22 and 2022-23" below.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial

obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The table below presents the interim certifications for the District for each reporting period in the last five years.

Interim Report	Certification
2018-19 First Interim	Negative
2018-19 Second Interim	Negative
2019-20 First Interim	Negative
2019-20 Second Interim	Negative
2020-21 First Interim	Negative
2020-21 Second Interim	Qualified
2021-22 First Interim	Qualified
2021-22 Second Interim	Negative
2022-23 First Interim	Positive
2022-23 Second Interim	Positive

Source: *The District*.

2018-19 Budget Disapproval and Initial County Oversight

By letter dated August 22, 2018, SCOE disapproved the District’s fiscal year 2018-19 adopted budget because while the District budget met the 2% minimum reserve requirement in fiscal year 2019-19, the fiscal year 2018-19 budget failed to do so for fiscal years 2019-20 and 2020-21 resulting in negative fund balances. Accordingly, pursuant to Section 42127 of the Education Code, increased oversight procedures were implemented. These procedures included the assignment of a fiscal advisor by SCOE (the “Fiscal Advisor”) to assist the District with building a balanced budget, including by identifying budget reductions. The Fiscal Advisor is to remain in place until a balanced budget can be achieved and has authority to stay or rescind any action that is determined to be inconsistent with the ability of the district to meet its obligations for the current or subsequent fiscal year.

Implementation of Fiscal Recovery Plans

For fiscal years 2019-20 and 2020-21, the SCOE continued to disapprove the District’s budgets due to the projected negative ending fund balances shown in each budget’s multi-year projections. The District’s 2020-21 First Interim Financial Report projected that ongoing reductions of \$30 million were required in order to balance the budget, satisfy the state-mandated 2% reserve, and avoid a fiscal crisis. A “student-centered fiscal recovery plan” was presented to the Board on January 26, 2021, which provided a list of options, subject to negotiations, that could achieve a \$30 million solution to the budget. At the February 4, 2021 Board meeting, the Board approved a \$4.5 million reduction in expenditures.

Conditional Approval of Fiscal Years 2021-22 and 2022-23 Budgets

The District’s fiscal year 2021-22 budget included a positive ending fund balance and met the statutory 2% unrestricted reserve requirement but included ongoing unrestricted General Fund deficit

spending. SCOE, determining that the 2021-22 budget did not provide adequate assurance that the District was a going concern, conditionally approved the District's 2021-22 budget with the condition that the District approve a Fiscal Recovery Plan by December 15, 2021, noting decreasing enrollment, unsettled collective bargaining agreements and the use of significant one-time funds, all of which could increase deficit spending in future years.

As of the First Interim Report for fiscal year 2021-22, approximately \$26.2 million in reductions were needed in order to balance the budget. Due to the need for such reduction, the District certified its 2021-22 First Interim Report with a qualified certification.

On December 16, 2021, the Board approved a Fiscal Recovery Plan including both non-negotiable and negotiable budget solutions of approximately \$5.3 million. Implementation of the Fiscal Recovery Plan as well as reductions, aligning staff to enrollment and strategic use of resources reduced the budget deficit and caused positive ending fund balances for the current and subsequent fiscal year as of the fiscal year 2021-22 Second Interim Report, however, still resulted in a small deficit in fiscal year 2023-24. The District, despite budgetary improvement, therefore self-certified its fiscal year 2021-22 Second Interim Report as qualified and noted that on-going declining enrollment and as well as unsettled negotiations with labor unions over multiple years were expected to impact future budgets.

By letter dated April 18, 2022, SCOE notified the District that it was changing the certification of the fiscal year 2021-22 Second Interim Report from qualified to negative citing the tentative agreements reached with Sacramento City Teachers' Association ("SCTA") and Service Employees' International Union ("SEIU") and the recent strike with such parties which compelled the District to close its schools for eight days and incur significant fiscal penalties. See "SACRAMENTO UNIFIED SCHOOL DISTRICT – Employees and Labor Relations" herein for more information regarding the SCTA and SEIU strike.

The District's fiscal year 2022-23 budget was also conditionally approved by SCOE. From fiscal year 2018-19 through fiscal year 2022-23, the District implemented \$58.1 million of ongoing budget solutions and \$21.9 million of one-time solutions. The fiscal year 2022-23 budget projected increasing unrestricted General Fund revenues over all three budget years but declining enrollment and salary openers with bargaining units remaining as factors impacting the District's financial position.

Similar to fiscal year 2022-23, the District's fiscal year budget 2023-24 also includes positive unrestricted General Fund ending balances and a generally improved financial position. The Fiscal Advisor remains in place, however, to assist the District in maintaining its balanced budgets and overall financial health. The District continues to appreciate declining enrollment as well as the expenditure of one-time funds and the need to terminate programs thereafter.

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the General Fund of the District. See "SECURITY FOR THE BONDS" herein.

FCMAT Fiscal Health Risk Analysis

In furtherance of its work to bring its budget into structural balance, in September 2018, the District entered into an agreement with the Financial Crisis Management Assistance Team ("FCMAT") for FCMAT to conduct a fiscal health risk analysis and determine the risk rating of the District. On December 12, 2018, FCMAT delivered its fiscal health risk analysis (the "Fiscal Health Risk Analysis") which recommended that the District take immediate action to avoid further erosion of the District's reserves. In the Fiscal Health Risk Analysis, FCMAT identified several signs of fiscal distress for the District, including deficit spending, substantial reductions in fund balance, inadequate reserve levels,

approval of a bargaining agreement beyond cost-of-living adjustments, large increases in contributions to restricted programs (especially in special education), lack of a strong position control system, and leadership issues. FCMAT reviewed twenty fiscal indicator sections in its analysis, noting that districts that respond “No” to several fiscal indicator questions across the twenty sections may have cause for concern and could require some level of fiscal intervention. FCMAT noted that in light of the District’s most recent cash flow projections, there was urgency to make \$30 million in reductions to balance the budget for fiscal year 2019-20. FCMAT’s oversight and review of the District ended after the Fiscal Health Risk Analysis was presented to the Board in December, 2018.

For further information on FCMAT’s review of and conclusions regarding the District’s financial condition, investors are directed to read the full version of the Fiscal Health Risk Analysis, which is publicly available on FCMAT’s website at the following address: <http://www.fcmat.org/>. The information referred to is prepared by FCMAT and not by the District, and the District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by reference.

In response to the Fiscal Health Risk Analysis, the District established its Fiscal Transparency and Accountability Committee (the “Committee”) to review the District’s budget based on District priorities and goals, review and advise on budget versus actual expenditure variances, and evaluate the budget based on student performance and outcome indicators. The Committee consists of three members of the Board and began meeting regularly in February 2019.

The District undertakes regular updates of the steps it is undertaking to address the weaknesses identified in the Fiscal Health Risk Analysis, including in each of its interim financial reports. As of March, 16, 2023, the most recent update, the District has completed addressing 45 findings with 15 findings remaining underway.

FCMAT Management Assistance

In May, 2020, the District and FCMAT entered into an agreement for FCMAT to review the District’s budget and develop an independent multiyear financial projection and cash flow analysis for fiscal year 2019-20 and the two subsequent fiscal years, to determine whether the District would need an emergency appropriation from the State. FCMAT issued a set of recommendations to the District and found that if internal borrowing and external borrowing options were not available and the District did not receive an exemption from the proposed State apportionment deferrals for fiscal year 2020-21, an emergency appropriation from the State would be likely. FCMAT also found that even if borrowing options were available and a deferral exemption were granted, without substantial corrective action to the District budget, an emergency appropriation from the State would be likely necessary in fiscal year 2021-22. The District was able to implement fiscal recovery measures and did not need an emergency appropriation from the State in fiscal year 2020-21, 2021-22 or 2022-23 and does not project the need for an emergency appropriation in fiscal years 2023-24.

State Audit

The California Joint Legislative Audit Committee directed that a state auditor conduct a performance audit (the “State Audit”) of the District’s finances for the five fiscal years and identify current causes of the District’s fiscal distress. The State Audit was released in December 2019, finding that the District failed to take sufficient action to control its costs in three main areas—teacher salaries, employee benefits, and special education. The State Audit found that the District (i) increased its spending by \$31 million annually when it approved a new labor contract with its teachers union, SCTA, in 2017, despite warnings from SCOE that it could not afford the agreement, (ii) failed to control the costs

of its employee benefits, which increased by 52 percent from fiscal years 2013–14 through 2017–18, and (iii) lacked clear policies to guide staff on appropriate expenditures for special education, limiting its ability to control such costs.

To address the District’s fiscal issues as of December 2019, the State Audit recommended that the District (i) adopt a detailed plan to resolve its fiscal crisis, (ii) revise its multiyear projections, with at least quarterly updates, until it has taken action that would cause it to no longer project insolvency, (iii) adopt a multiyear projection methodology, with assumptions and rationale used to estimate changes in salaries, benefits, contributions, and LCFF revenue, and (iv) before it imposes an agreement on its teachers union or accepts state assistance, publicly disclose the likely effects that such actions will have on the district’s students, faculty, and the community, and its plans to address these effects. In order to prevent future fiscal crisis, the State Audit recommended that the District (i) adopt a budget methodology, including guidance on the use of one-time funds, the use and maintenance of district reserves, and the maintenance of a balanced budget, (ii) develop a long-term funding plan to address its retiree health benefits liability, (iii) adopt a policy that guides staff on steps they should take to ensure that special education expenditures are cost-effective, (iv) annually apply for available state funding for its extraordinary special education costs, (v) develop and adopt a succession plan that ensures that it has staff who have the training and knowledge necessary to assume critical roles in the case of turnover, and (vi) develop effective employee orientation programs, including mentorship, to allow incoming leaders to better adapt to the organization’s structure and culture.

By letter dated November 14, 2019, the District responded to the State Audit and confirmed that its findings ultimately align with those of the District, namely that the primary solutions to the District’s budget imbalance exist through negotiations with its labor partners and recognized that such relationship has not been productive or collaborative for a number of years.

Comparative Financial Statements

The District’s General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2020, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 5735 47th Avenue, Sacramento, California 95824. See APPENDIX B hereto for the 2021-22 Audited Financial Statements of the District.

The table on the following page reflects the District’s budgeted and audited General Fund revenues, expenditures, and fund balances for fiscal years 2018-19 through 2021-22 and the adopted budget and current projections for fiscal year 2022-23, per the estimated actual financial results and the adopted 2023-24 budget.

[Remainder of page intentionally blank]

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND BUDGETING**

	Adopted Budget 2018-19 ¹	Audited Actuals 2018-19 ¹	Adopted Budget 2019-20 ¹	Audited Actuals 2019-20 ¹	Adopted Budget 2020-21 ²	Audited Actuals 2020-21 ¹	Adopted Budget 2021-22 ¹	Audited Actuals 2021-22 ¹	Adopted Budget 2022-23 ²	Estimated Actuals 2022-23 ³	Adopted Budget 2023-24 ³
REVENUES											
LCFF Sources	\$398,504,903	\$398,672,584	\$411,797,231	\$413,709,116	\$412,231,565	\$412,682,736	\$432,750,059	\$391,424,149	\$456,323,702	\$484,070,664	\$502,824,980
Federal	53,970,361	47,850,158	66,583,550	51,917,179	116,834,764 ⁴	106,543,983 ⁴	46,193,654	120,733,568 ⁴	91,620,567	150,306,320 ⁴	99,571,861
Other State	67,215,792	91,644,448	72,319,786	78,372,218	75,048,088	99,545,932	73,939,718	104,713,852	133,686,719	188,266,041	112,240,920
Other Local	6,694,121	11,661,233	9,090,755	9,950,079	9,685,814	7,979,528	6,385,645	5,974,394	8,258,946	10,412,472	6,184,125
Total Revenues	526,385,177	549,828,423	559,791,322	553,948,592	613,800,231	626,752,179	559,269,076	622,845,963	689,889,934	2,185,812,381	720,821,886
EXPENDITURES											
Current											
Certificated Salaries	210,175,812	211,749,238	222,800,621	209,808,827	215,532,888	213,345,658	225,805,852	237,235,646	242,978,512	237,841,029	249,366,493
Classified Salaries	66,138,347	63,096,658	62,778,941	60,163,620	58,460,874	62,484,309	61,720,315	76,904,101	70,677,912	69,463,619	77,482,308
Employee Benefits	172,109,818	186,303,443	177,606,806	175,948,151	181,174,974	177,007,077	189,329,145	185,060,292	215,767,200	202,024,367	221,046,732
Books and Supplies	22,899,370	14,459,073	41,196,691	11,145,790	101,259,537	56,495,308	29,444,199	26,193,255	29,337,531	56,719,881	39,153,365
Services, Other											
Operating Expenses	82,011,585	70,305,279	75,194,802	65,548,240	84,007,765	76,546,897	82,045,873	103,385,895	85,526,262	158,484,439	111,859,298
Other Outgo	--	689,233	471,000	1,150,697	1,100,000	1,265,463	(150,180)	1,473,819	1,540,000	1,540,000	1,510,300
Other Outgo – Transfers of Indirect Costs	--	--	--	--	--	--	--	--	(1,191,588)	(1,471,827)	(1,277,770)
Capital outlay	5,328,453	6,855,740	627,792	8,361,223	484,435	4,423,302	1,781,522	9,148,969	5,429,251	39,740,288	946,177
Debt service- principal	2,626,713	31,643	10,300	2,280	--	--	--	--	--	--	--
Debt service - interest	2,378,333	808	--	--	--	--	--	--	--	--	--
Total Expenditures	563,668,431	553,491,115	580,686,953	532,129,368	642,020,473	591,568,014	589,976,726	639,401,977	650,065,110	764,395,796	700,086,904
Excess (Deficiency) Of Revenues Over (Under) Expenditures	(37,283,254)	(3,662,692)	(20,895,631)	21,819,224	(28,220,242)	35,184,165	(30,707,650)	(16,556,014)	42,167,249	68,659,700	20,734,982
OTHER FINANCING SOURCES (USES)											
Transfers in	4,208,003	3,850,573	4,022,539	3,598,304	3,798,264	3,181,213	2,316,301	3,162,296	2,342,426	2,342,426	2,475,399
Transfers out	(2,875,207)	(1,719,449)	(1,833,785)	(2,698,262)	(1,981,864)	(5,507,272)	(266,000)	(2,660,202)	--	1,125,524	--
Proceeds from sale of land	--	1,360,162	--	--	--	--	--	--	--	--	--
Total Other Financing Sources (Uses)	1,332,796	3,491,286	2,188,754	1,114,503	1,816,400	(2,326,059)	2,050,301	502,094	2,342,426	1,216,884	2,475,399
NET CHANGE IN FUND BALANCES	(35,950,458)	(171,406)	(18,706,877)	22,719,266	(26,403,842)	32,858,106	(28,657,349)	(16,053,920)	44,509,675	69,876,584	23,210,381
Fund Balance, July 1	70,500,751	70,500,751	70,329,345	70,329,345	93,048,611	93,048,611	125,906,717	125,906,717	67,291,485	109,852,797	181,629,916
Fund Balance, June 30	\$34,550,293	\$70,329,345	\$51,622,468	\$93,048,611	\$66,644,769	\$125,906,717	\$97,249,368	\$109,852,797	\$109,458,734	\$179,729,381	\$204,840,297

¹ From the audited financial statements of the District for such fiscal year.

² From Fiscal Year 2022-23 Adopted Budget of the District.

³ From Fiscal Year 2023-24 Adopted Budget of the District as of the 45-Day Revised Budget.

⁴ Includes one-time COVID relief funds.

Source: *The District*.

General Fund Balance Sheet

The following table reflects the District's audited General Fund balance sheet for fiscal years 2017-18 to 2021-22.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT GENERAL FUND Summary of General Fund Balance Sheet for Fiscal Years 2017-18 through 2021-22

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22
ASSETS					
Cash and Investments:					
Cash in County Treasury	\$75,050,277	\$74,722,121	\$48,227,154	\$158,261,952 ⁴	\$205,714,672 ⁴
Cash on Hand and in Banks	281,217	67,519	85,883	65,145	42,883
Cash in Revolving Fund	225,000	225,000	225,000	225,000	225,000
Accounts Receivable	8,656,692	8,707,218	64,707,798 ¹	25,914,449	32,178,242
Prepaid Expenditures	12,730	19,306	--	--	16,100
Due from Other Funds	4,117,257	5,970,784	2,814,637	5,121,124	2,946,568
Due from Grantor Governments	16,311,650	23,390,594	24,179,665	37,009,626	33,790,821
Stores Inventory	108,722	104,845	104,537	104,480	105,262
Total Assets	104,763,545	113,207,387	140,344,674	226,701,776	275,019,548
LIABILITIES AND FUND BALANCES					
Liabilities					
Accounts Payable	26,947,248	30,947,183	40,063,484 ²	80,414,899	81,311,912
Due to Grantor Governments	--	--	--	2,066,651	65,820,039 ³
Unearned Revenue	6,567,313	10,438,729	5,597,401	10,583,206	13,077,997
Due to Other Funds	748,233	1,492,130	1,635,178	7,720,303	4,956,803
Total Liabilities	34,262,794	42,878,042	47,296,063	100,795,059	165,166,751
FUND BALANCES					
Total Fund Balances	70,500,751	70,329,345	93,048,611	125,906,717	109,852,797
Total Liabilities and Fund Balances	\$104,763,545	\$113,207,387	\$140,344,674	\$226,701,776	\$275,019,548

¹ Increased Accounts Receivables in fiscal year 2019-20 was due to the deferral of both LCFF revenue and AB602 Special Education revenue from June 2020 to July 2020 by the State.

² Increased Accounts Payable in fiscal year 2019-20 due to an adjustment to the Education Protection Account ("EPA") revenues by the State which increased the allocation of Principal Apportionment funds and decreased allocation of EPA funds which led to an overpayment of EPA funds and underpayment of Principal Apportionment funds to the District. The District recognized the overpayment within its accounts payable as an amount owed back to the State.

³ Footnote to come.

⁴ Includes one-time COVID relief funds.

Source: *The District*.

[Remainder of page intentionally blank]

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.

2022-23 State Budget. Governor Newsom signed legislation which enacted the budget for the State for fiscal year 2022-23 (the "2022-23 State Budget") on June 30, 2022. The 2022-23 State Budget projected approximately \$219.7 billion in General Fund revenues with a prior year balance of \$22.5 billion for total resources of \$242.2 billion, and \$234.4 billion in expenditures for fiscal year 2022-23. For fiscal year 2021-22, the 2022-23 State Budget estimated \$265.4 billion in resources and \$242.9 billion in expenditures. The 2022-23 State Budget projected \$37.2 billion in reserves including \$23.3 billion in the Budget Stabilization Account (the "BSA") for fiscal emergencies, \$900 million in the Safety Net Reserve, \$9.5 billion in the Public School Stabilization Account (the "PSSSA"), and an estimated \$3.5 billion in the State's operating reserve. For Fiscal Year 2022-23, the BSA was at its constitutional maximum (10% of General Fund revenues) requiring \$465 million to be dedicated for infrastructure investments in fiscal year 2022-23. Over the multi-year forecast period, the 2022-23 State Budget reflected \$8 billion in supplemental deposits split evenly between the BSA and the Safety Net Reserve. As a result of the deposits to the PSSSA, the 10% cap on school district reserves was projected to be applicable in fiscal year 2022-23. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 2" herein for more information regarding school district reserves.

The 2022-23 State Budget prioritized one-time spending over ongoing spending, allocating 93% of discretionary funds to one-time spending. The 2022-23 State Budget provided an over \$17 billion broad-based relief package, including a refund of up to \$1,050 to benefit millions of Californians based on income level and the size of household. The relief package also included increased grants for the State's lowest income families and individuals, and additional funding for food banks.

The 2022-23 State Budget also addressed environmental matters facing California. The 2022-23 State Budget included \$1.2 billion to advance wildfire prevention and forest resilience investments and funded an additional 1,265 new positions to expand the State's wildfire response capacity. \$1.2 billion was included for immediate drought support with an additional \$1.5 billion deferred for allocation for long-term water resilience. The 2022-23 State Budget also allocated \$4.3 billion to provide energy reliability insurance through the development of a strategic reserve, protection to ratepayers, and accelerated deployment of clean energy projects, with an additional \$3.8 billion deferred for allocation in the summer of 2022 to further reliability and affordability and accelerate the State's clean energy future.

With respect to K-12 education, the 2022-23 State Budget included total funding of \$128.6 billion (\$78.6 billion General Fund and \$50 billion other funds) for all K-12 education programs. The 2022-23 State Budget estimated Proposition 98 funds of \$96.1 billion in fiscal year 2020-21, \$110.2 billion in fiscal year 2021-22, and \$110.4 billion in fiscal year 2022-23 for K-14 education programs. For K-12

schools, the result was Proposition 98 per pupil spending of \$16,993 in 2022-23, a \$3,017 increase over the fiscal year 2021-22 per pupil spending levels. Additionally, in the same period, per pupil spending from all sources increased to \$22,893 under the 2022-23 State Budget.

The 2022-23 State Budget included an LCFF COLA of 6.56%. Additionally, the 2022-23 State Budget included \$4.32 billion ongoing Proposition 98 funds to increase LCFF base funding by an additional 6.28%. The 2022-23 State Budget also included \$101.2 million ongoing Proposition 98 funds to augment LCFF funding for county offices of education.

To support school districts with a declining student population, the 2022-23 State Budget provided that school districts might use the greater of the current year or prior year ADA or an average of the three prior years' ADA to calculate LCFF funding. Further, to minimize reductions in LCFF funding that would otherwise occur due to increased absences in fiscal year 2021-22, the 2022-23 State Budget enabled school districts that can demonstrate they provided independent study offerings during fiscal year 2021-22 to be funded at the greater of their current year ADA or their current year enrollment adjusted for pre-COVID-19 absence rates in the 2021-22 fiscal year. The 2022-23 State Budget included \$2.8 billion of ongoing funding under Proposition 98 and \$413 million in one-time funding under Proposition 98 to implement these school fiscal stabilization policies.

Additional significant provisions of the 2022-23 State Budget relating to K-12 education included the following:

- *Learning Recovery Emergency Fund* – \$7.9 billion in one-time Proposition 98 funds to support learning recovery initiatives through the 2027–28 school year.
- *Arts, Music, and Instructional Materials Discretionary Block Grant* – \$3.6 billion one-time Proposition 98 funds for arts and music programs, standards-aligned professional development, instructional materials, developing diverse book collections, operational costs, and expenses related to the COVID-19 Pandemic.
- *Expanded Community School Model* – \$1.1 billion in Proposition 98 funds to expand the community school model and provide grants for high needs schools in communities with high levels of poverty.
- *Educator Workforce* – \$48.1 million for training and retention of well-prepared educators including waiving certain teacher examination fees, grants for integrated teacher preparation programs and operations support for the Commission on Teacher Credentialing.
- *Teacher and School Counselor Residencies* – \$250 million one-time Proposition 98 funds to expand residency slots for teachers and school counselors and eligibility for the Golden State Teacher Grant Program.
- *Educator Support for Science, Technology, Engineering, and Mathematics (STEM) Instruction* – \$85 million one-time Proposition 98 funds for the Next Generation Science Standards, the California Math Framework, the California Computer Science Standards, and the math and science domains of the California Preschool Learning Foundations.
- *State Preschool* – \$312.7 million in Proposition 98 funds and \$172.3 million in other funds to increase State Preschool Program adjustment factors for students with disabilities, dual language learners, and childhood mental health, \$250 million one-time Proposition 98 funds to support the Inclusive Early Education Expansion Program, \$300 million one-time Proposition 98 funds for

planning and implementation grants, \$166.2 million Proposition 98 funds to support the full-year costs of State preschool rate increases and \$148.7 million one-time funds to maintain reimbursement rate increases.

- *Transitional Kindergarten* – \$614 million in Proposition 98 funds for the first year of expanded eligibility for transitional kindergarten and \$383 million Proposition 98 funds to add one additional staff person to every transitional kindergarten class.
- *Expanded Learning Opportunities Program* – \$3 billion Proposition 98 funds to accelerate expanded-day, full-year instruction and enrichment focused on school districts with the highest concentrations of low-income students, English language learners, and youth in foster care.
- *Community Engagement Initiative* – \$100 million in Proposition 98 funds to further positive relationship building between school districts and local communities.
- *Special Education* – \$500 million in Proposition 98 funds for the special education funding formula, amending the special education funding formula to calculate special education base funding allocations at the local educational agency level, and consolidating the special education extraordinary cost pools into a single cost pool to simplify the current funding formula.
- *College and Career Pathways* – \$500 million in Proposition 98 funds to support the development of pathway programs focused on technology, health care, education, and climate-related fields and \$200 million in Proposition 98 funds to strengthen and expand student access and participation in dual enrollment opportunities.
- *Home-to-School Transportation* – \$637 million in Proposition 98 funds to reimburse school districts for up to 60% of their transportation costs in the prior year.
- *Zero Emission School Buses* – \$1.5 billion in Proposition 98 funds for greening school bus fleets.
- *Nutrition* – \$596 million in Proposition 98 funds for universal subsidized school meals, \$611.8 million in Proposition 98 funds to augment the state meal reimbursement rate, \$600 million in Proposition 98 funds for school kitchen infrastructure upgrades and equipment, food service employee training, and compensation related to serving fresh, minimally processed California-grown foods, and \$100 million in Proposition 98 funds for procurement practices for plant-based, restricted diet meals, California-grown or California-produced, sustainably grown, or whole or minimally processed foods, or to prepare meals fresh onsite.
- *K-12 School Facilities* – Approximately \$1.4 billion in Proposition 51 funds for school construction projects as well as \$1.3 billion in fiscal year 2021-22, \$2.1 billion in fiscal year 2023-24 and \$875 million in fiscal year 2024-25 for new construction and modernization projects, and \$100 million in fiscal year 2021-22 and \$550 million in fiscal year 2023-24 for the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program.

2023-24 State Budget. The fiscal year 2023-24 budget for the State (“2023-24 State Budget”) was passed by the State Legislature on June 15, 2023. On June 28, 2023, the Governor signed Senate Bill 101, the State Budget Act of 2023, and on July 10, 2023, the Governor signed additional trailer bills, including Senate Bill 114 and Senate Bill 115, forming the complete substantive agreement of the 2023-24 State Budget. The 2023-24 State Budget, for the first time in several years, foresees a downturn in revenues and addresses an approximate \$31.7 billion budget shortfall. A balanced budget is

accomplished through spending reductions and pullbacks of previously planned spending, delays in spending, fund shifts, alternative revenues and borrowing and a withdrawal from the Safety Net Reserve.

The 2023-24 State Budget projects approximately \$208.7 billion in General Fund revenues with a prior year balance of \$26.4 billion for total resources of \$235 billion, and \$225.9 billion in expenditures for fiscal year 2023-24. For fiscal year 2022-23, the 2023-24 State Budget estimated \$260.9 billion in resources and \$234.6 billion in expenditures. The 2023-24 State Budget projects a historic level of reserves, setting aside a total of \$37.8 billion including \$22.3 billion in the BSA for fiscal emergencies, \$900 million in the Safety Net Reserve, \$10.8 billion in the PSSSA, and an estimated \$3.8 billion in the State's Special Fund for Economic Uncertainties. The \$9.9 billion balance in the PSSSA in fiscal year 2022-23 will trigger the 10% cap on school district reserves beginning in fiscal year 2023-24. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING SCHOOL DISTRICTS – Proposition 2" herein for more information regarding school district reserves.

The 2023-24 State Budget provides total K-12 funding of \$129.2 billion (\$79.5 General Fund and \$49.7 billion from other funds). The projected decrease in State revenues under the 2023-24 State Budget lowers the Proposition 98 guarantee to \$110.6 billion in fiscal year 2021-22, \$107.4 billion in fiscal year 2022-23 and \$108.3 billion in fiscal year 2023-24.

The LCFF under the 2023-24 State Budget receives a COLA of 8.22%, the largest COLA since the implementation of the LCFF. The 2023-24 State Budget includes \$300 million ongoing Proposition 98 funds to establish an equity multiplier as an add-on to the LCFF to augment resources for the highest-need schools in the State.

Additional significant provisions of the 2023-24 State Budget relating to K-12 education include the following:

- *Literacy* – \$250 million one-time Proposition 98 funds to build upon the existing Literacy Coaches and Reading Specialists Grant Program, which funds high-poverty schools to train and hire literacy coaches and reading specialists. Requires screening of students in kindergarten through second grade for risk of reading difficulties, including dyslexia, by the 2025-26 school year and provides \$1 million to convene a panel to create a list of approved screening instruments.
- *State Pre-School* – (1) \$343.1 million Proposition 98 funds and \$20,000 non-Proposition 98 funds from the 2022-23 fiscal year, (2) \$369.3 million Proposition 98 funds and \$126.1 million General Fund from the 2023-24 fiscal year, and (3) \$445.7 million Proposition 98 funds and \$186.5 million General Fund from the 2024-25 fiscal year. Suspends the annual COLA applicable to the State Preschool Program in fiscal years 2023-24 and 2024-25. Revises the family fee schedule for the State Preschool Program beginning October 1, 2023, to: (1) limit family fees to one percent of a family's monthly income, and (2) prohibit the assessment of a fee for families with an adjusted monthly income below 75% of the state median income. Authorizes State Preschool Program family fee debt that accrued but remained uncollected prior to October 1, 2023 to be forgiven.
- *Educator Workforce* – \$10 million one-time Proposition 98 funds for grants to provide culturally relevant support and mentorship for educators to become school administrators.
- *Transitional Kindergarten* – \$357 million ongoing Proposition 98 funds to support the first year of expanded eligibility for TK and \$283 million Proposition 98 funds to support the first year of adding one additional certificated or classified staff person to every TK class, \$597 million

ongoing Proposition 98 funds to support the second year (2023-24 school year) of expanded eligibility for transitional kindergarten and \$165 million Proposition 98 funds to support the second year of adding one additional certificated or classified staff person to every transitional kindergarten class.

- *Arts, Music, and Instructional Materials Discretionary Block Grant* – Decreases one-time Proposition 98 fund for the grant by \$200 million, reducing total one-time program support from approximately \$3.5 billion to approximately \$3.3 billion. The Arts and Music in Schools: Funding Guarantee and Accountability Act (Proposition 28) will provide approximately \$938 million ongoing Proposition 98 General Fund beginning in fiscal year 2023-24.
- *Learning Recovery Emergency Block Grant* – Delays approximately \$1.1 billion one-time Proposition 98 funds for the Learning Recovery Emergency Block Grant to fiscal years 2025-26, 2026-27, and 2027-28.
- *Zero-Emission School Buses* – Delays \$1 billion one-time Proposition 98 funds to support greening school bus fleets through programs operated by the California Air Resources Board and the California Energy Commission to fiscal years 2024-25 and 2025-26.
- *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program* – Delays planned fiscal year 2023-24 \$550 million investment to fiscal year 2024-25.
- *School Facility Program* – Approximately \$2 billion one-time General Fund to support the School Facility Program in fiscal year 2023-24.
- *Nutrition* – Additional \$154 million ongoing Proposition 98 funds and an additional \$110 million one-time Proposition 98 funds to fully fund the universal school meals program in fiscal years 2022-23 and 2023-24.
- *Bipartisan Safer Communities Act, Stronger Connections Program* – \$119.6 million one-time federal funds to support LEA activities related to improving school climate and safety through the Stronger Connections Program.
- *Charter School Facility Grant Program* – one-time investment of \$30 million Proposition 98 funds to support eligible facilities costs, consistent with the 2022-23 State Budget.
- *Bilingual Teacher Professional Development Program* – \$20 million one-time Proposition 98 funds, to be available through fiscal year 2028-29 fiscal year.
- *Commercial Dishwasher Grants* – \$15 million one-time Proposition 98 funds to support grants to acquire and install commercial dishwashers.
- *Restorative Justice Practices* – \$7 million one-time Proposition 98 funds to provide support for local educational agencies opting to implement certain restorative justice best practices.
- *Golden State Teacher Grant Program* – \$6 million one-time federal funds to support grants to teacher candidates enrolled in a special education teacher preparation program who agree to teach at a high-need school site.
- *K-12 High Speed Network* – \$3.8 million ongoing Proposition 98 funds to support the K-12 High Speed Network program.

- *Reversing Opioid Overdoses* – \$3.5 million ongoing Proposition 98 funds for all middle schools, high schools, and adult school sites to maintain at least two doses of naloxone hydrochloride or another medication to reverse an opioid overdose on campus for emergency aid.

Future Actions. The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs previously borne by the State. No prediction can be made as to whether the State will, in the future, take further measures which would, in turn, adversely affect the District. Further State actions taken to address any budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions. See also “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” for a discussion of COVID-19 and its impact on the State economy.

The District cannot predict the extent to which the State will encounter budgetary difficulties and what budget actions will be taken to resolve those difficulties in future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control.

Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES

Article XIII A of the California Constitution

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the County assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the

voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

Property Tax Base Transfer Constitutional Amendment. **On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment (“Proposition 19”). Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 has had on assessed valuation of real property in the District. Since fiscal year 2020-21, assessed valuation within the District has increased. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein. Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Proposition 50 and Proposition 171

On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five years after the disaster. At the time of such

transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the assessor can only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement property is acquired or constructed within one year of the destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two years of the destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three years of the destruction.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula. See "DISTRICT FINANCIAL INFORMATION – State Funding of Education" herein.

Article XIII B of the California Constitution

Article XIII B of the State Constitution ("Article XIII B"), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) "change in the cost of living" with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) "change in population" with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, including debt service on the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the State Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “–Proposition 98” and “–Proposition 111” below.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge

imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. Proposition 26 does not apply to the levy of *ad valorem* taxes to pay general obligations bonds, including the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act, however, have been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of the State General Fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State General Fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the State Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts, and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the State Legislature or a court might not interpret the Accountability Act to require a different percentage of State General Fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California per capita personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for “qualified capital outlay projects” as defined by the State Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the State Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State General Fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State General Fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State General Fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State Legislature and approval by the Governor.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California (the "Controller")). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's transportation funds and General Fund and, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total General Fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other "enforceable obligations" (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in

excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its revenue limit apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the temporary tax increases were deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA were and will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative (“Proposition 55”) which extends the increase in personal income tax on high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales tax increases imposed under Proposition 30 which expired at the end of 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative that was approved by voters in the State on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the construction of new K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State Legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State Legislature will select among eligible projects as part of the annual state budget process.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 (“Proposition 2”), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of General Fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of General Fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of General Fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or General Fund revenues reach a certain minimum level. Withdrawals from the

BSA, under Proposition 2, are permitted upon a majority vote of the State Legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of General Fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account (the “PSSSA”) which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858 and SB 751. State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state’s minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district’s ending fund balances if a certain amount of funds is available in the State’s Public School System Stabilization Account (“PSSSA”). In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of General Fund revenues appropriated for school districts for that fiscal year (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES— Proposition 98”), a school district’s adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn. See “DISTRICT FINANCIAL INFORMATION – State Budget Measures –2023-24 State Budget” for information regarding the triggering of the reserve cap in fiscal year 2023-24.

Reserve for Economic Uncertainty. The District is statutorily required to maintain a reserve for economic uncertainties at least equal to 2% of General Fund expenditures and other financing uses (the “Minimum Reserve”). However, on March 4, 2021, the Board revised existing Board policies to establish and maintain a reserve for economic uncertainties equal to no less than 5% of General Fund expenditures to begin in fiscal year 2022-23 or when the current budget deficit is eliminated. For the fiscal year ended June 30, 2022, the District’s reserve was approximately 7.6% of the total expenditures, with available reserves of \$48,796,417, \$12,763,716 of which was designated as available for economic uncertainties. The District’s Adopted 2023-24 Budget includes a reserve for economic uncertainties of \$13,929,776 or approximately 2% of General Fund expenditures.

The District’s financial and budgetary practices have been subject to increased oversight by the Financial Crisis Management Assistance Team (“FCMAT”), as well as SCOE. See “DISTRICT FINANCIAL INFORMATION – 2018-19 Budget Disapproval and Initial County Oversight.” It is anticipated that if the cap is triggered, it will materially change the District’s current policies on reserves.

Proposition 28. On November 8, 2022, voters approved The Arts and Music in Schools Funding Guarantee and Accountability Act which provides additional funding for arts and music education in all

K–12 public schools (including charter schools) by annually allocating from the State General Fund an amount equal to 1% of total State and local revenues received by public schools in the preceding fiscal year under Proposition 98. Amounts provided under Proposition 28 are in addition to and not considered a part of the Proposition 98 guarantee. Funds appropriated under Proposition 28 are to be allocated 70% based on a school district’s share of Statewide enrollment and 30% based on such school district’s share of Statewide enrollment of economically disadvantaged students and must be distributed to school sites following such allocation. School districts must expend funds received pursuant to Proposition 28 within three years or such funds revert to CDE for reallocation under Proposition 28.

As a condition to receipt of funds under Proposition 28, school districts must certify that funds are to be used for arts education and that funds received in the prior fiscal year were, in fact, used for those purposes. Additionally, no more than 1% of Proposition 28 funds may be used for administrative purposes in implementing Proposition 28 programs. Schools with 500 or more students must certify that at least 80% of the funding is to be used to employ teachers and that the remainder will be spent on training, supplies, and education partnerships. Amounts appropriated under Proposition 28 in a given year may be reduced if the State Legislature suspends the Proposition 98 guarantee but only in an amount equal to the percent reduction of the Proposition 98 guarantee. See ‘DISTRICT FINANCIAL INFORMATION- State Budget Measures- 2023-24 State Budget’ for information regarding Proposition 28 in the 2023-24 State Budget.

Taxpayer Protection and Government Accountability Act Ballot Initiative. The Taxpayer Protection and Government Accountability Act (“Initiative 1935”) has received the required number of signatures to appear on the November 5, 2024 ballot. If approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election, Initiative 1935 would make numerous significant changes to Articles XIII, XIII A, XIII C and XIII D of the California Constitution to limit the authority of local governments, and electors via the initiative process, to adopt and impose taxes and fees. The full text of Initiative 1935 may be viewed at the website of the California Attorney General.

The District cannot predict whether Initiative 1935 will be approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election. If Initiative 1935 is approved, the District cannot provide any assurances as to the effect of the implementation or judicial interpretations of Initiative 1935 on the finances of the State or the District, although Initiative 1935 does not contain any provisions which directly impact the ability of, or the authority for ,the District to issue general obligation bonds.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues, particularly revenues from the State or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Introduction

The District is located in the County and spans 70 square miles. The District was established in 1854 and, as of fiscal year 2022-23, is the 12th largest school district in the State, as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capital of the State, the City. The District operates forty-two elementary schools for grades K-6,

seven K-8 schools, six middle schools for grades seven through eight, two middle/high schools for grades seven through twelve, seven comprehensive high schools for grades nine through twelve, three alternative schools, two special education centers, two adult education centers, fifteen charter schools (including five dependent charter schools) and forty-two children’s centers/preschools. The budgeted ADA for the District for fiscal year 2023-24 is approximately 33,586 students and the District has a 2023-24 total assessed valuation of \$_____. The audited financial statements for the District for the fiscal year ended June 30, 2022 are attached hereto as APPENDIX B.

Board of Education

The District is governed by a Board of Education (“Board”). The Board consists of seven members who are elected by trustee area to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board members or by a special election. The years in which the current terms for each member of the Board expire are set forth in the following table:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Board of Education**

Name	Office	Term Expires December
Chinua Rhodes	President	2024
Lavinia Grace Phillips	First Vice President	2024
Jasit Singh	Second Vice President	2026
Tara Jeane	Member	2026
Taylor Kayatta	Member	2026
Christina Pritchett	Member	2024
Jamee Villa	Member	2024

Source: *The District*.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824-6322, Attention: Assistant Superintendent, Business Services. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District and a brief biography of the District Superintendent follows.

Name	Title
Lisa Allen	Interim Superintendent
Mary Hardin-Young	Interim Deputy Superintendent
Yvonne Wright	Chief Academic Officer
Janea Marking	Chief Business and Operations Officer Chief Communications Officer

Cancy McArn

Chief Human Resources Officer
Chief Information Officer

Lisa Allen – Interim Superintendent. Ms. Allen has served as the Interim Superintendent of the District since July 7, 2023 and previously served as the Deputy Superintendent of the District since 2017. Prior to serving as Deputy Superintendent, Ms. Allen served as the Interim Chief of Schools, Assistant Superintendent of Accountability and Administrator of Curriculum and Professional Development; and Director of Multilingual/Multicultural, Equity, Access and Achievement. She also previously held the position of Private School Specialist for 10 years. Ms. Allen earned a Bachelor of Science in Elementary Education from Indiana State University and her Masters of Art in Educational Leadership from California State University, Sacramento. She also holds professional licenses in both Indiana and California; a Professional Clear Administrative Credential and Professional Clear Multiple Subjects Teaching Credential.

Employees and Labor Relations

The District employs approximately 2,270 full-time equivalent (“FTE”) certificated academic professionals, approximately 1,358 FTE classified employees, and approximately 320 FTE management employees.

The certificated employees of the District have assigned the SCTA as their exclusive bargaining agent. The contract between the District and SCTA expired on June 30, 2023. By operation of law, the parties are operating under the expired contract until a new contract is executed and delivered.

Certain classified employees have assigned Teamsters Classified Supervisor (“TCS”), as their exclusive bargaining agent. The contract between the District and TCS expired on June 30, 2020. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered.

Certain employees, including school site principals, assistant principals and coordinators, have assigned United Professional Educators (“UPE”) as their exclusive bargaining agent. The contract between the District and UPE expired on June 30, 2023. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered.

The District’s food process workers, warehouseman and helpers have assigned Teamster Union, Local 150 (“Teamsters”) as their exclusive bargaining agent. The contract between the District and the Teamsters expired on June 30, 2020. By operation of law, the parties are operating under the expired contract until a new contract is executed and delivered.

Certain District service employees have assigned SEIU as their exclusive bargaining agent. The contract between the District and the SEIU expired on June 30, 2023. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered.

Labor Strike. On March 23, 2022, both SCTA and SEIU elected to go on strike. On April 3, 2022, the District reached tentative agreements with SCTA and SEIU to end the strike, and District schools opened for instruction the following day. During the pendency of the strike, the District was required to close all of its schools for eight days of instruction. As a result, the District fell short of State-mandated minimums regarding instructional days and minutes and was subject to fiscal penalties of approximately \$47 million (as well as cost savings of approximately \$8.4 million). The District is currently working with its bargaining units to restore as many days and minutes as possible, however no representation can be made that this effort will be successful. In addition, the District has applied for a

waiver from the State from the potential penalties associated with the lost instruction time, however no assurance can be made that such a waiver will be granted. Pursuant to applicable audit guidance, the District has recognized this potential liability in its estimated actuals for fiscal year 2021-22. See also “DISTRICT FINANCIAL INFORMATION – District Budgeting and County Oversight – Recent Financial Trends.”

In connection with ending the labor strike, the District agreed to memoranda of understanding (the “MOUs”) with SCTA and SEIU which extend the certificated and classified collective bargaining agreements through June 30, 2023. Among other things, the MOUs provide for (1) a 4% ongoing general salary increase, (2) one-time, off schedule stipends for fiscal years 2019-20 through 2021-22, (3) a 25% increase to the pay rate for substitute teachers for fiscal year 2021-22, and (4) various other stipends, pay rate adjustments, additional paid sick leave and additional professional development days. The agreements allowed for reopeners of salaries in fiscal year 2022-23 and beyond. The agreements were approved by the Board on April 21, 2022. In connection therewith, the Board was presented with revised revenue projections showing the impact of these labor agreements on the District’s operating budget. The financial impact of these agreements has been reflected in the subsequent District budgets. See also “DISTRICT FINANCIAL INFORMATION – District Budgeting and County Oversight.”

District Retirement Systems

The information set forth below regarding the District’s retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions and employer contributions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. For fiscal year 2023-24, the District is currently required by such statutes to contribute 19.10% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 10.328% of teacher payroll for fiscal year 2023-24. The State’s contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 (“AB 1469”) which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay, over the three year period from 2014-15 through 2017-18. The State’s total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 by June 30, 2046, which is premised upon an actuarially assumed earnings rate of 7.00%. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to AB 1469, school districts' employer contribution rates increased over a seven-year phase-in period beginning in fiscal year 2014-15 through fiscal year 2019-20 when employer contribution rates reached 16.15% (including certain reductions in the contribution rate for supplemental payments made by the State in fiscal years 2019-20 and 2020-21.)

Subsequent to the increases to the school district's contribution rates to STRS, AB 1469 requires that for fiscal year 2021-22 and each fiscal year thereafter, STRS adjust the school district's contribution rate to reflect the rate required to eliminate the unfunded liability by July 1, 2046. The 2020-21 State Budget applied certain funds in fiscal year 2020-21 intended under the 2019-20 State Budget to reduce future obligations to STRS to the school districts' then current obligations to STRS to reduce the school district's contribution rates to STRS in fiscal year 2020-21 from 18.41% to approximately 16.15% and in fiscal year 2021-22 from 17.9% to 16.02%.

The District contributed \$35,911,088 to STRS for fiscal year 2018-19, \$36,383,635 for fiscal year 2019-20, \$34,403,690 for fiscal year 2020-21 and \$40,279,774 for fiscal year 2021-22. Such contributions were equal to 100% of the required contributions for the respective years. The District contributed \$69,100,196 (estimated) to STRS for fiscal year 2022-23 and has budgeted a contribution of \$67,824,291 to STRS for fiscal year 2023-24. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Law. The District is currently required to contribute to PERS at an actuarially determined rate, which is 26.68% of eligible salary expenditures for fiscal year 2023-24, while participants enrolled in PERS (prior to January 1, 2013) contribute 7% of their respective salaries, and those enrolled subsequent to January 1, 2013 contribute 8.00%. See –"California Public Employees' Pension Reform Act of 2013" below.

On April 19, 2017, the Board of Administration of PERS ("PERS Board") adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the PERS Board in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to an additional 5% of payroll for miscellaneous employees at the end of the five-year phase in period. To the extent, however, that current and future experiences differ from PERS' assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board. See "DISTRICT FINANCIAL INFORMATION- State Funding of Education" herein.

On April 18, 2022, the PERS Board set the fiscal year 2022-23 employer contribution rate at 25.37%. The PERS Board also approved an increase in the employee contribution rate for members

subject to the Reform Act (defined below) from 7.00% of earnings to 8.00% of earnings for fiscal year 2022-23. From the Basic Financial Statements issued on November 15, 2022, PERS reported a negative 7.5% net return on investments for fiscal year 2021-22, which is PERS' first negative return on investments since fiscal year 2008-09. The negative 7.5% net return on investments is less than the assumed annual rate of return on investments of 6.80%. Most recently, on April 17, 2023, the PERS Board set the fiscal year 2023-24 employer contribution rate at 26.68% and maintained the employee contribution rate for members subject to the Reform Act (defined below) at 8.00%.

PERS estimates future employer contribution rates as follows:

<u>Fiscal Year</u>	<u>Projected Employer Contribution Rates (PERS Actuarial Report)</u>
2024-25	27.70%
2025-26	28.30
2026-27	28.70
2027-28	30.00
2028-29	29.80

The projected rates reflect the preliminary investment loss for fiscal year 2021-22 described above. Projected rates also reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers.

The District contributed \$13,259,325 to PERS for fiscal year 2018-19, \$13,529,537 for fiscal year 2019-20, \$13,762,087 for fiscal year 2020-21 and \$16,163,003 for fiscal year 2021-22, which amounts equaled 100% of required contributions to PERS. The District contributed \$17,006,972 (estimated) to PERS for fiscal year 2022-23 and has budgeted a contribution of \$20,884,189 to PERS for fiscal year 2023-24.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2022.

**FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation
(Dollar Amounts in Millions) ⁽¹⁾**

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	\$ 116,982	\$ 79,8736	\$ (37,596)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	346,089	283,340	(80,803)

(1) Amounts may not add due to rounding.

Source: *PERS State & Schools Actuarial Valuation*; *STRS Defined Benefit Program Actuarial Valuation*.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See “ – California Public Employees’ Pension Reform Act of 2013” below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District’s proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2022, are as shown in the following table.

<u>Pension Plan</u>	<u>Proportionate Share of Net Pension Liability</u>
STRS	\$153,342,000
PERS	<u>93,712,000</u>
Total	\$246,054,000

Source: The District.

For further information about the District’s contributions to STRS and PERS, see Notes 8 and 9 in the District’s audited financial statements for fiscal year ended June 30, 2022 attached hereto as APPENDIX B.

School districts’ retirement contributions decrease when investment earnings rise and increase when investment earnings decline. As a result, declines in investment earnings may result in substantial increases in school district contributions. The District cannot determine whether current or future financial market losses and/or volatility might impact the value of investments held by either STRS or PERS to fund retirement benefits or whether the District’s contribution rates to STRS or PERS might increase in the future as a result of factors outside of its control including, but not limited to, any declines in the value of investments in response to financial market conditions and the impact of retirees living longer than actuarial assumptions.

Other Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board (“GASB”) pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. In June 2015, GASB replaced Statement

No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2017-18.

Employees who are eligible to receive retiree employment benefits other than pensions (“Health & Welfare Benefits”) while in retirement must meet specific criteria, *i.e.*, age and years with the District. Contribution requirements are established and may be amended by agreement between the District and each of its bargaining units.

The District established an irrevocable trust under the California Employer’s Retiree Benefit Trust Program (“CERBT”) to prefund the costs of its Health & Welfare Benefits. The funds in the CERBT are held in trust and will be administered by PERS as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board. As of the June 30, 2021 valuation, 3,098 retirees and their beneficiaries were receiving Health & Welfare Benefits with 4,089 employees earning service credit towards eligibility.

Expenditures for Health & Welfare Benefits are recognized each pay period at a rate that approximates the amount of premiums paid. During fiscal year 2021-22, the District contributed \$26,713,074 towards Health & Welfare Benefits, estimates a contribution of \$20,768,009 for fiscal year 2022-23 and has budgeted a contribution of \$23,141,488 for fiscal year 2023-24.

The following table shows the changes in the District’s net Health and Welfare Benefits as of June 30, 2022.

	Total OPEB Liability	Total Fiduciary Net Position	Net OPEB Liability
Balance at June 30, 2021	\$415,066,116	\$97,327,847	\$317,738,269
Service Cost	8,647,600	--	8,647,600
Interest	28,912,863	--	28,912,863
Actuarial Experience	--	19,605,182	(19,605,182)
Assumption Changes	10,859,088	--	10,859,088
Employer Contributions	--	31,199,420	(31,199,420)
Interest Income	--	7,156,542	(7,156,542)
Administrative Expense	--	(36,839)	36,839
Benefit payments	<u>(21,345,655)</u>	<u>(21,345,655)</u>	<u>--</u>
Net Change	27,073,896	36,578,650	(9,504,754)
Balance at June 30, 2022	<u>\$442,140,012</u>	<u>\$133,906,497</u>	<u>\$308,233,515</u>

Source: *The District*.

Risk Management

The District is exposed to various risks of loss related to tortious liability, theft, damage or destruction of assets, errors or omissions, employee injuries or natural disasters.

The District is a member, with other school districts, of a joint powers authority, Schools Insurance Authority (“SIA”), for the operation of a common risk management and insurance program for property and liability coverage. SIA enters into insurance agreements, on behalf of its member school districts for coverage above self-insured retention layers. SIA’s Property Liability and Workers’ Compensation Programs provide self-insured retention of \$100,000, \$750,000 and \$1,000,000 per incident, respectively. The District continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. The relationship between the District and SIA is such that SIA is not a component unit of the District for financial reporting purposes.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, The District believes that the recorded liabilities for self-insured claims are adequate.

District Debt Structure

Long-Term Debt. A schedule of the District's changes in long-term debt for the year ended June 30, 2022 is shown below:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Long-Term Debt

	<u>Balance</u> <u>June 30, 2021</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>June 30, 2022</u>	<u>Due Within</u> <u>One Year</u>
Debt:					
General obligation bonds	\$436,422,966	\$110,455,000	\$ 77,615,000	\$ 469,262,966	\$ 18,680,000
Accreted interest	22,869,400	2,312,750	--	25,182,150	--
Lease Revenue Bonds	57,855,000	--	2,825,000	55,030,000	2,970,000
Premium on issuance	30,500,244	16,141,944	6,625,463	40,016,725	3,095,555
Other Long-Term Liabilities:					
Net Pension Liability	510,272,000	--	263,218,000	247,054,000	--
Net OPEB liability	317,738,269	--	9,504,754	308,233,515	--
Compensated absences	5,328,863	196,469	--	5,525,332	5,525,332
Total	<u>\$1,380,986,742</u>	<u>\$129,106,163</u>	<u>\$359,788,217</u>	<u>\$1,150,304,688</u>	<u>\$30,270,887</u>

Source: *The District.*

General Obligation Bonds

On October 19, 1999, voters in the District approved by a two-thirds vote a bond measure authorizing the District to issue \$195,000,000 in general obligation bonds (the "1999 Authorization"). Pursuant to the 1999 Authorization, the District issued, or caused to be issued, its \$50,000,000 General Obligation Bonds, Election of 1999, Series A (the "Series 2000 Bonds"), its \$45,000,000 General Obligation Bonds, Election of 1999, Series B (the "Series 2001 Bonds"), its \$45,000,000 General Obligation Bonds, Election of 1999, Series C (the "Series 2002 Bonds"), and its \$55,000,000 General Obligation Bonds, Election of 1999, Series D (2004) (the "Series 2004 Bonds"). No general obligation bonds remain for issuance under the 1999 Authorization.

On November 5, 2002, voters in the District approved by 55% or more a bond measure authorizing the District to issue \$225,000,000 aggregate principal amount of general obligation bonds (the "2002 Authorization"). Pursuant to the 2002 Authorization, the District issued its \$80,000,000 General Obligation Bonds Election of 2002, Series A (the "Series 2003 Bonds"), its \$80,000,000 General Obligation Bonds Election of 2002, Series 2005 (the "Series 2005 Bonds"), and its \$64,997,966.35 General Obligation Bonds Election of 2002, Series 2007 (the "Series 2007 Bonds"). Substantially no general obligation bonds remain for issuance under the 2002 Authorization.

On November 6, 2012, voters in the District approved by 55% or more two bond measures known as "Measure Q" and "Measure R." Measure Q authorized the District to issue \$346,000,000 aggregate principal amount of general obligation bonds, and Measure R authorized the District to issue \$68,000,000 principal amount of general obligation bonds. The District issued its \$30,000,000 General Obligation

Bonds (Measures Q and R) Election of 2012, 2013 Series A (Tax-Exempt) (the “2013 Series A Bonds”) and \$40,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series B (Qualified School Construction Bonds) Taxable, its \$66,260,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-1 (Tax-Exempt) (the “2015 Series C Bonds”) and \$23,740,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-2 (Taxable), \$14,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2016 Series D (the “2016 Series D Bonds”), \$112,000,000 General Obligation Bonds Election of 2012 (Measure Q), 2017 Series E (the “2017 Series E Bonds”), \$10,000,000 General Obligation Bonds Election of 2012 (Measure R), 2017 Series C (the “2017 Series C Bonds”), \$10,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2018 Series F, \$30,900,000 General Obligation Bonds Election of 2012 (Measure R), 2019 Series D (the “2019 Series D Bonds”) and \$77,100,000 General Obligation Bonds Election of 2012 (Measure Q), 2021 Series G (the “2021 Series G Bonds”). No general obligation bonds remain for issuance under Measure R or Measure Q.

In March, 2020, the District received authorization from 55% or more of eligible voters in the District to issue \$750,000,000 aggregate principal amount of general obligation bonds (the “2020 Authorization”). The District issued its \$225,000,000 General Obligation Bond, Election of 2020 (Measure H) 2022 Series A (the “2022 Series A Bonds”) under the 2020 Authorization. \$525,000,000 aggregate principal amount of general obligations bonds remains for issuance under the 2020 Authorization.

The District also issued its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”) to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds and its General Obligation Refunding Bonds, Series 2001; its 2012 General Obligation Refunding Bonds to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the General Obligation Refunding Bonds, Series 2001 and the Series 2003 Bonds; its 2014 General Obligation Refunding Bonds to refund a portion of the Series 2005 Bonds; its 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”) to refund the remaining outstanding Series 2005 Bonds and a portion of the outstanding Series 2007 Bonds; its 2021 General Obligation Refunding Bonds to refund the 2011 Refunding Bonds and its 2022 General Obligation Refunding Bonds to refund the 2012 General Obligation Refunding Bonds.

The District intends to apply the net proceeds of the Series A Bonds to refund the 2013 Series A Bonds and the net proceeds of the Target Refunding Bonds to purchase and defease certain maturities of the 2015 Refunding Bonds, the 2015 Series C Bonds, the 2016 Series D Bonds, the 2017 Series C Bonds, the 2017 Series E Bonds, the 2019 Series D Bonds and the 2022 Series A Bonds.

The table below provides the amount of general obligation bonds issued, outstanding and remaining for issuance for each of the District’s outstanding authorizations.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Outstanding General Obligation Bond Authorizations¹**

Authorization	Issued	Outstanding	Remaining for Issuance
October 19, 1999	\$195,000,000.00		\$ 0.00
November 5, 2002	224,997,966.35		2,033.65
November 6, 2012	268,900,000.00		0.00
November 6, 2012	68,000,000.00		0.00
March 3, 2020	225,000,000.00		525,000,000.00

¹ Prior to the issuance of the Bonds.

Certificates of Participation

In February, 2014, Sacramento City Schools Joint Powers Financing Authority, a joint powers authority (the “Authority”) issued its \$44,825,000 Lease Revenue Refunding Bonds, 2014 Series A and its \$29,460,000 Lease Revenue Refunding Bonds, 2014 Series B, (collectively, the “Lease Revenue Bonds”), to prepay certain outstanding certificates of participation of the District. The final maturity date for the Lease Revenue Bonds is March 1, 2040.

The tables below sets forth the annual payments of principal and interest with respect to the Lease Revenue Bonds, which are payable from the District’s General Fund.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Powers Financing Authority
Lease Revenue Refunding Bonds, 2014 Series A**

Year ending June 30	Principal	Interest	Total
2023	\$2,770,000	\$1,358,500	\$4,128,500
2024	2,915,000	1,220,000	4,135,000
2025	3,025,000	1,074,250	4,099,250
2026	235,000	923,000	1,158,000
2027	--	911,250	911,250
2028-2032	--	4,556,250	4,556,250
2033-2037	9,650,000	3,861,750	13,511,750
2036-2040	8,575,000	871,500	9,446,500
Total	<u>\$27,170,000</u>	<u>\$14,776,500</u>	<u>\$41,946,500</u>

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Powers Financing Authority
Lease Revenue Refunding Bonds, 2014 Series B**

Year ending June 30	Principal	Interest	Total
2023	\$200,000	\$1,139,474	\$1,339,474
2024	200,000	1,131,294	1,331,294
2025	240,000	1,123,114	1,363,114
2026	3,215,000	1,113,298	4,328,298
2027	3,635,000	981,805	4,616,805
2028-2032	18,185,000	2,553,816	20,738,816
2033	<u>2,185,000</u>	<u>89,367</u>	<u>2,274,367</u>
Total	<u>\$27,860,000</u>	<u>\$8,132,168</u>	<u>\$35,992,168</u>

Short-Term Debt

As of June 30, 2023, the District did not have any short-term debt outstanding. The District does not expect to issue any tax and revenue anticipation notes in fiscal year 2023-24.

SACRAMENTO COUNTY INVESTMENT POOL

The County Board approved the current County Investment Policy Statement (the “Investment Policy”) on December 6, 2022 (see APPENDIX D – “SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT”). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Director of Finance as delegated by the Board including the Investment Pool and various other small non-pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Investment Pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

The District’s funds held by the Director of Finance are invested in the Investment Pool. As of _____, 2023, the balance in the District’s funds was \$_____ or ____% of the Investment Pool. The Investment Pool is invested ____% in securities rated in the two highest rating categories. As of _____, 2023, the Investment Pool has a weighted average maturity of ____ days and the year-to-date net yield is _____%.

The following represents the composition of the Pool as of _____, 2023:

Type of Investment	Market Value (In thousands)	Percent of Pool
U.S. Government Agencies		
U.S. Treasuries		
Municipal Debt		
Supranationals		
Commercial Paper		
Money Market Mutual Funds		
Local Agency Investment Fund		
Certificates of Deposit		
Total		

Neither the District nor the Underwriter has made an independent investigation of the investments in the Investment Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the Investment Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Director of Finance, after a review by the Committee and approval by the County Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Investment Pool will not vary significantly from the values described therein.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) by not later than 9 months following the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the 2023-24 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”) for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or any other

repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the last five years, the District failed to timely file notices of ratings changes for certain of the District’s general obligation bonds, the Lease Revenue Bonds and an insurer of certain of the District’s general obligation bonds.] The District also failed to associate the annual report for fiscal year ending 2020-21 with the CUSIP numbers for the Lease Revenue Bonds. The District has engaged Dale Scott & Company to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

LEGAL MATTERS

The legal opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District (“Bond Counsel”), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, a form of which is attached hereto as APPENDIX A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. Nixon Peabody LLP, San Francisco, California, is acting as counsel to the Underwriter. The above professionals will receive compensation contingent upon the sale and delivery of the Bonds.

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed forms of which are attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the “Bankruptcy Code”), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolution and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the

County's Investment Pool, as described in APPENDIX E – "SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT" attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the District's Debt Service Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

California Senate Bill 222

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the "Code"), of the owners thereof pursuant to section 103 of the Code, (2) will not be included in computing alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on individuals, and (3) will be taken into account in determining adjusted financial statement income for the alternative minimum tax imposed on certain corporations. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change. The form of Bond Counsel's anticipated opinion respecting the Bonds are included in APPENDIX A.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the "Tax Certificate") of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolution by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any "arbitrage profits" and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the

receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service ("IRS" or the "Service") or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the "taxpayer," and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the District may have different or conflicting interests from the owners of the respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder's basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under "TAX MATTERS." Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred

or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the “Premium Bonds”), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser’s yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Form of Bond Counsel Opinion. The form of the proposed opinion of Bond Counsel relating to the Bonds is attached to this Official Statement as APPENDIX A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATING

Moody’s Investors Service (“Moody’s”) has assigned its underlying municipal bond rating of “___” to the Bonds. Such rating reflects only the views of Moody’s and an explanation of the significance of such rating may be obtained as follows: Moody’s at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

ESCROW VERIFICATION

The sufficiency of amounts on deposit in the Escrow Fund to pay the redemption price of the Refunded Bonds will be verified by Causey, Demgen & Moore, certified public accountants (the "Verification Agent"). The Verification Agent will deliver a report to that effect on the date of delivery of the Bonds.

UNDERWRITING

Loop Capital Markets LLC (the "Underwriter") has agreed to purchase the Series A Bonds at the purchase price of \$____ (reflecting the principal amount of the Series A Bonds plus an original issue premium in the amount of \$____, less an Underwriter's discount of \$____, and less a bond insurance premium of \$____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter has agreed to purchase the Series B Bonds at the purchase price of \$____ (reflecting the principal amount of the Series B Bonds plus an original issue premium in the amount of \$____, less an Underwriter's discount of \$____, and less a bond insurance premium of \$____), at the rates and yields shown on the inside cover pages hereof.

The "Underwriter has agreed to purchase the Series C Bonds at the purchase price of \$____ (reflecting the principal amount of the Series C Bonds plus an original issue premium in the amount of \$____, less an Underwriter's discount of \$____, and less a bond insurance premium of \$____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter has agreed to purchase the Series D Bonds at the purchase price of \$____ (reflecting the principal amount of the Series D Bonds plus an original issue premium in the amount of \$____, less an Underwriter's discount of \$____, and less a bond insurance premium of \$____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter has agreed to purchase the Series E Bonds at the purchase price of \$____ (reflecting the principal amount of the Series E Bonds plus an original issue premium in the amount of \$____, less an Underwriter's discount of \$____, and less a bond insurance premium of \$____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at yields other than the yields stated on the inside cover pages. The offering prices may be changed from time to time by the Underwriter.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. A copy of the Resolution is available upon request from the Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: _____
Interim Superintendent

APPENDIX A

FORM OF BOND COUNSEL OPINION

[Closing date]

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

FINAL OPINION: \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series A;
 \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series B;
 \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series C;
 \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series D; and
 \$ _____ Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series E

Members of the Board:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the “District”), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series A (the “Series A Bonds”), \$ _____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series B (the “Series B Bonds”), \$ _____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series C (the “Series C Bonds”), \$ _____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series D (the “Series D Bonds”) and \$ _____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series E (the “Series E Bonds” and together with the Series A Bonds, the Series B Bonds, the Series C Bonds and the Series D Bonds, the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53550), as amended, and that certain resolution adopted by the Board of Education of the District on ____, 2023 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Sacramento as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set

forth in such documents. No opinion is expressed herein as to any effect on the Bonds if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.
4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Bondholders should note that interest on the Bonds is not a preference item for purposes of the alternative minimum tax imposed on individuals but is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our

opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

APPENDIX B

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2022**

APPENDIX C

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO

The following information has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District or the Underwriter. The District comprises a large portion of the City of Sacramento (the "City"), small portions of the cities of Rancho Cordova and Elk Grove and adjacent areas of Sacramento County (the "County") The Bonds are only payable from ad valorem property taxes levied on property in the District. The following information is included only for the purpose of supplying general information regarding the area served by the District. The Bonds are not a debt of the City or the County.

General

The County was incorporated in 1850 as one of the original 27 counties of the State. The City is the largest city in the County and the seat of government for the State and also serves as the County Seat. The County encompasses approximately 1,015 square miles and is a long-established center of commerce for the surrounding area. Trade and services, federal, state and local government, and food processing are important economic sectors. Visitors and tourists are attracted to the State Capitol, historical sights and natural resources.

Population

The following table shows historical population statistics for the City and the County since 2018.

POPULATION The City and the County Calendar Years 2018 through 2022

Year ⁽¹⁾	City of Sacramento	County of Sacramento
2018	500,872	1,525,099
2019	507,490	1,538,054
2020	520,264	1,585,055
2021	517,824	1,579,186
2022	516,958	1,573,366

Based on 2010 Census benchmark and Population Estimates for Cities, Counties, and State for fiscal years 2018-2021 and 2020 Census benchmark for fiscal year 2022.

Source: *California State Department of Finance.*

⁽¹⁾ As of January 1 for 2018-2021 and April 1 for 2022.

Employment

The table below provides the California Employment Development Department's estimates of total annual civilian nonagricultural wage and salary employment by number of employees in each major industry in the County from calendar years 2018 through 2022.

WAGE AND SALARY EMPLOYMENT County of Sacramento Calendar Years 2018 through 2022⁽¹⁾

Industry Category	2018	2019	2020	2021	2022
Mining and Logging	200	200	200	100	100
Construction	38,600	41,500	44,900	44,900	45,600
Manufacturing	21,200	21,800	21,800	22,400	23,200
Transportation, Warehousing & Utilities	17,400	18,800	19,800	21,900	24,500
Wholesale Trade	17,800	17,300	16,200	16,800	17,700
Retail Trade	64,300	63,200	59,100	62,800	63,400
Financial Activities ⁽²⁾	33,200	33,400	33,000	32,800	32,900
Professional and Business Services	96,000	98,900	95,500	100,800	106,400
Educational and Health Services	112,200	116,600	115,600	118,700	123,200
Leisure and Hospitality	65,200	67,700	50,600	55,900	65,000
Other Services	23,300	24,100	21,200	22,100	24,300
Government	165,300	168,100	167,100	169,800	176,200
Total Nonagricultural ⁽³⁾	665,500	681,900	651,600	678,900	712,700

⁽¹⁾ All figures are based on a March, 2022 benchmark.

⁽²⁾ Includes finance, insurance, and real estate.

⁽³⁾ Figures may not add to total due to independent rounding.

Source: *State of California Employment Development Department, Labor Market Information Division.*

The following table summarizes the labor force, employment and unemployment figures for the County, the State and the United States from 2018 through 2022.

LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT⁽¹⁾
County of Sacramento, State of California and United States
2018 through 2022

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽²⁾
2018				
Sacramento County	704,200	676,900	27,300	3.9%
California	19,289,500	18,469,900	819,600	4.2
United States	162,075,000	155,761,000	6,314,000	3.9
2019				
Sacramento County	711,700	685,300	26,400	3.7%
California	19,413,200	18,617,900	795,300	4.1
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
Sacramento County	712,200	644,800	67,400	9.5%
California	18,971,600	17,047,600	1,924,000	10.1
United States	160,742,000	147,795,000	12,947,000	8.1
2021				
Sacramento County	719,700	669,900	49,900	6.9%
California	18,973,400	17,586,300	1,387,100	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
Sacramento County	728,300	699,800	28,500	3.9%
California	19,252,000	18,440,900	811,100	4.2
United States	164,287,000	158,291,000	5,996,000	3.6

⁽¹⁾ Data reflects employment status of individuals by place of residence.

⁽²⁾ Unemployment rate is based on unrounded data.

Source: *California State Employment Development Department and U.S. Bureau of Labor Statistics.*

[Remainder of page intentionally left blank]

Personal Income

The following tables show the personal income and per capita personal income for the County, the State of California and the United States from 2018 through 2022.

PERSONAL INCOME
County of Sacramento, State of California, and United States
2018-2022
(Dollars in Thousands)

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2018	\$78,819,492	\$2,431,773,900	\$17,671,054,000
2019	83,515,309	2,567,425,600	18,575,467,000
2020	91,987,475	2,790,523,500	19,812,171,000
2021	98,241,828	3,006,183,900	21,288,709,000
2022 ⁽¹⁾		3,018,471,100	21,804,787,500

⁽¹⁾ County level data for personal income is not yet available for 2022.

Source: *U.S. Department of Commerce, Bureau of Economic Analysis*. U.S. Bureau of Economic Analysis, SAINC1 State annual personal income summary: personal income, population, per capita personal income and CAINC1 County and MSA personal income summary: personal income, population, per capita personal income (accessed Thursday, September 7, 2023)

PER CAPITA PERSONAL INCOME⁽¹⁾
County of Sacramento, State of California, and United States
2018-2022

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2018	\$50,502	\$61,508	\$53,786
2019	53,005	64,919	56,250
2020	57,991	70,643	59,763
2021	61,829	76,800	64,117
2022 ⁽²⁾		77,339	65,423

⁽¹⁾ Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).

⁽²⁾ County level data for personal income is not yet available for 2022.

Source: *U.S. Department of Commerce, Bureau of Economic Analysis*.

Major Employers

The following table sets forth the major employers in the County in 2023 in alphabetical order.

MAJOR EMPLOYERS County of Sacramento 2023

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (manufacturers)
Agreeya Solutions	Folsom	Information Technology Services
Ampac Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Manufacturers
Apple Distribution Center	Elk Grove	Distribution Centers (wholesale)
California State University Sacramento	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Government-Correctional Institutions
Department of Transportation	Sacramento	Government Offices-State
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Department	Sacramento	Outplacement Consultants
Environmental Protection Agency	Sacramento	State Government-Environmental Programs
Intel Corp	Folsom	Semiconductor Devices (manufacturers)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Center	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/manufacturers)
Securitas Security Services USA	Sacramento	Security Guard & Patrol Service
Sacramento Municipal Utility District	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc.	Sacramento	Financing
Sutter Medical Center-Sacramento	Sacramento	Hospitals
Villara Building Systems	McClellan	Building Contractors
Water Resource Department	Sacramento	Government Offices-State

Source: *America's Labor Market Information System (ALMIS) Employer Database, 2023 2nd Edition.*

Commercial Activity

A summary of taxable sales within the County for years 2018 through 2022 is shown in the following table.

TAXABLE SALES
County of Sacramento
2018-2022
(Dollars in Thousands)

Year	Retail and Food Number of Outlets	Retail and Food Taxable Transactions	Total Number of Outlets	Total Outlets Taxable Transactions
2018	24,853	\$17,593,375	39,066	\$25,443,669
2019	25,530	18,195,304	40,858	26,836,365
2020	28,055	18,488,106	45,361	27,173,406
2021	25,936	23,795,032	42,482	33,918,020
2022	26,589	24,679,703	44,158	36,511,260

Source: California Department of Tax and Fee Administration, Taxable Sales, Counties by Type of Business, July 28, 2023.

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2018 through 2022 are shown in the following tables for the County and the City.

BUILDING PERMIT VALUATIONS
Sacramento County
2018-2022
(Dollars in Thousands)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Valuation (\$000's)					
Residential	\$1,504,930	\$1,666,799	\$1,738,674	\$1,895,685	\$1,969,991
Non-Residential	<u>964,945</u>	<u>1,504,675</u>	<u>891,464</u>	<u>690,504</u>	<u>894,766</u>
Total	\$2,469,876	\$3,171,474	\$2,630,138	\$2,586,190	\$2,864,758
Units					
Single Family	3,589	3,981	3,588	4,205	3,832
Multiple Family	<u>1,272</u>	<u>2,008</u>	<u>2,868</u>	<u>2,265</u>	<u>3,419</u>
Total	4,861	5,989	6,456	6,471	7,251

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

BUILDING PERMIT VALUATIONS
City of Sacramento
2018-2022
(Dollars in Thousands)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Valuation (\$000's)					
Residential	\$ 610,884	\$ 717,752	\$ 894,165	\$ 801,744	\$640,717
Non-Residential	<u>450,174</u>	<u>1,106,990</u>	<u>446,299</u>	<u>367,871</u>	<u>303,352</u>
Total	\$1,061,057	\$1,824,742	\$1,340,464	\$1,169,645	\$944,069
Units					
Single Family	1,608	1,552	956	1,150	952
Multiple Family	<u>813</u>	<u>1,487</u>	<u>2855</u>	<u>1,993</u>	<u>1,619</u>
Total	2,421	3,039	3811	3,143	2,571

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Sacramento City Unified School District (the “District”) in connection with the execution and delivery of \$_____ aggregate principal amount of the District’s 2023 General Obligation Refunding Bonds, Series A (the “Series A Bonds”), \$_____ aggregate principal amount of the 2023 General Obligation Refunding Bonds, Series B (the “Series B Bonds”), \$_____ aggregate principal amount of the 2023 General Obligation Refunding Bonds, Series C (the “Series C Bonds”), \$_____ aggregate principal amount of the 2023 General Obligation Refunding Bonds, Series D (the “Series D Bonds”), \$_____ aggregate principal amount of the 2023 General Obligation Refunding Bonds, Series E (the “Series E Bonds” and, together with the Series A Bonds the Series B Bonds, the Series C Bonds and the Series D Bonds, the “Bonds”). The Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2023 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist Loop Capital Markets LLC (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The initial Dissemination Agent shall be Dale Scott & Company.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“Material Events Disclosure” means dissemination of a notice of a Material Event as set forth in Section 6.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of

disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated ____, 2023 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2023, which would be due on April 1, 2024, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District’s Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District’s preceding fiscal year, or current fiscal year, if available at the time of filing the Annual Report (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Adopted General Fund budget for the current fiscal year or most recent interim report;

- (ii) Assessed valuations, as shown on the most recent equalized assessment roll;
- (iii) Average Daily Attendance for the District for the last completed fiscal year; and
- (iv) Secured tax charges and delinquencies, but only if the County terminates or discontinues the Teeter Plan within the District.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications of rights to Bondholders;

(iii) Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; or

(viii) Incurrence of a financial obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the

Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ACCEPTANCE OF DUTIES AS DISSEMINATION AGENT:

DALE SCOTT & COMPANY

By: _____
Authorized Representative

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sacramento City Unified School District

Name of Issue: \$ _____ 2023 General Obligation Refunding Bonds, Series A;
\$ _____ 2023 General Obligation Refunding Bonds, Series B;
\$ _____ 2023 General Obligation Refunding Bonds, Series C;
\$ _____ 2023 General Obligation Refunding Bonds, Series D; and
\$ _____ 2023 General Obligation Refunding Bonds, Series E

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2023. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

APPENDIX E

SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in St. Paul, Minnesota. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

ESCROW AND DEPOSIT AGREEMENT

This Escrow and Deposit Agreement, dated _____, 2023 (this "Escrow Agreement") by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder (the "Escrow Agent"), and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under the laws of the State of California (the "District").

WITNESSETH:

WHEREAS, the District has heretofore caused the issuance and sale of its \$30,000,000 Sacramento City Unified School District (County of Sacramento, State of California) General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the "Refunded Bonds");

WHEREAS, the Refunded Bonds were issued pursuant to a Resolution adopted by the Board of Education of the District on May 16, 2013 (the "2013 Series A Resolution") providing the terms of redemption thereof;

WHEREAS, the Refunded Bonds are subject to optional redemption on any date on or after August 1, 2023 at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the Redemption Date, without premium;

WHEREAS, in order to provide for the redemption of the Refunded Bonds on _____, 2024 (the "Redemption Date"), the District has issued \$_____ aggregate principal amount of its Sacramento City Unified School District (Sacramento County, California) 2023 General Obligation Refunding Bonds, Series A (the "Bonds");

WHEREAS, the Director of Finance of the County of Sacramento is the current Paying Agent for the Refunded Bonds ("Paying Agent");

WHEREAS, the District wishes to provide for the application of the net proceeds of the Bonds to effect the current refunding of the Refunded Bonds; and

NOW, THEREFORE, the District and the Escrow Agent agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Each party hereto, as to itself and not as to the other party, hereby represents, warrants and agrees that:

Section 1.1 Authorization. The execution, delivery and performance of this Escrow Agreement by such party are within such party's respective powers and have been duly authorized by all necessary action of such party.

Section 1.2 No Conflict. The District represents, warrants and agrees to its current actual knowledge that the execution, delivery and performance of this Escrow Agreement will not violate or conflict with (i) the 2013 Series A Resolution or any resolution of the District; (ii) the Constitution or laws of the State of California; or (iii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees,

injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the District or its operations.

The Escrow Agent represents and warrants, to its current actual knowledge, that the execution, delivery and performance of this Escrow Agreement will not violate or conflict with (i) the articles of association or bylaws of the Escrow Agent; and (ii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the trust powers and operation of the Escrow Agent.

Section 1.3 Binding Obligation. This Escrow Agreement has been duly executed by, and is a legally valid and binding obligation of each party, enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, and by general principles of equity.

Section 1.4 Title to Moneys Deposited in Escrow. The District has good, sufficient and legal title to the moneys deposited in the Escrow Fund established hereunder free and clear of all liens other than those created hereby.

ARTICLE II

ESTABLISHMENT OF ESCROW FUND

Section 2.1 Creation of Escrow Fund. The Escrow Agent is hereby directed to establish a special escrow fund to be designated as the "2013 Series A Escrow Fund" (the "Escrow Fund"), into which the Escrow Agent shall deposit proceeds of the Bonds in the amount of \$_____ (the "Escrow Deposit"). Initially, the Escrow Agent agrees to apply \$_____ from the Escrow Deposit to the purchase of those certain securities as described on **Schedule A** hereto and to hold \$___ in cash, uninvested. The Escrow Agent is hereby irrevocably directed by the District to make the deposit and investments as set forth herein.

Section 2.2 Investment of Escrow Deposit. The District hereby instructs that the Escrow Deposit shall be invested by the Escrow Agent in those certain investments, all of which are noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America in accordance with the 2013 Series A Resolution, as more particularly described on **Schedule A** to this Escrow Agreement, which is incorporated herein by this reference (the "Escrowed Securities"). The proceeds of the Escrowed Securities shall be applied to payment of interest on the Refunded Bonds to, and to redeem the Refunded Bonds on, the Redemption Date.

Section 2.3 Additional Investments. Except as otherwise expressly provided in Section 2.1 and Section 2.2 hereof, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Escrowed Securities held hereunder or to sell, transfer or otherwise dispose of the Escrowed Securities acquired hereunder, or to pay interest on any such moneys not required to be invested hereunder.

(a) The Escrow Agent shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(b) Any moneys held by the Escrow Agent for the redemption of the Refunded Bonds, after the transfers are made by the Escrow Agent required hereunder (as set forth in

Schedule B), which remain unclaimed for 18 months after the date when all of the principal of and interest on the Refunded Bonds has become due and payable, shall be paid to the District (without liability for interest) to be used for any of its lawful purposes and the Escrow Agent shall thereupon be released and discharged with respect thereto. Thereafter, the Escrow Fund shall be closed.

(c) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Escrow Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 2.4 Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2.1 shall be applied by the Escrow Agent for the purpose of paying the Redemption Price of the Refunded Bonds on the Redemption Date all as set forth in **Schedule B** attached hereto and by this reference incorporated herein.

Section 2.5 Deposit of Funds. The Escrow Agent hereby acknowledges receipt of the deposit of the moneys into the Escrow Fund as described in Section 2.1 hereof.

Section 2.6 Purpose of Deposit. The deposit by the District of the Escrow Deposit in the Escrow Fund shall constitute an irrevocable deposit thereof for the uses and purposes specified in this Escrow Agreement and in the provisions of the 2013 Series A Resolution expressly referred to herein, and such moneys shall be held and applied solely for such uses and purposes. The Escrow Deposit shall be held by the Escrow Agent separate and apart from all other funds and shall not be commingled with other moneys for any purpose.

Section 2.7 Redemption of Refunded Bonds. Not later than the date on which any payment on any of the Refunded Bonds is required to be made, as set forth on **Schedule B**, or if such date is not a Business Day (which shall mean any day other than a Saturday or Sunday on which the Escrow Agent and banks and trust companies located in New York, New York, or San Francisco, California are not authorized or required to remain closed and on which the New York Stock Exchange is open) then not later than the Business Day next preceding such date, the Escrow Agent shall wire transfer to the Paying Agent, from the funds in the Escrow Fund, the applicable amount as set forth in **Schedule B** attached hereto. The Escrow Agent may conclusively rely upon **Schedule B** with respect to all information set forth therein.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund will not be sufficient to make all payments required hereunder, the Escrow Agent shall give notice thereof to the District in accordance with Section 5.4 hereof of the amount of such deficiency and the District agrees to pay the amount of such deficiency into the Escrow Fund from any source of lawfully available moneys. In no event shall the Escrow Agent be responsible or liable for such deficiency of funds.

Section 2.8 Notices to Owners of Refunded Bonds. The District shall provide (or shall cause its dissemination agent to provide) notice of defeasance substantially in the form of **Schedule C**, within 10 business days of funding of the Escrow Fund hereunder, specifying: (a) that the Refunded Bonds have been defeased, (b) the CUSIP numbers, the numbers and dates of the Refunded Bonds and (c) the following information concerning the Refunded Bonds: dates, interest rates and stated maturity dates.

This Escrow Agreement, along with notice of defeasance, shall be posted electronically with the Municipal Securities Rulemaking Board, whose location is <http://emma.msrb.org>. The sole remedy for the failure to post this Escrow Agreement and the notice of defeasance with the Municipal Securities Rulemaking Board shall be an action by the District or the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

At least 20 but not more than 45 days prior to the Redemption Date, the District shall direct the Paying Agent to give notice to the Owners of the Refunded Bonds substantially in the form of **Schedule D** hereto. The District shall also direct the Paying Agent to the terms of this paragraph and the terms of the Escrow Agreement and to provide any notices of redemption required to be provided by the Paying Agent as set forth in the 2013 Series A Resolution.

Section 2.9 Compensation; Indemnification. The District agrees to pay and shall pay to the Escrow Agent as compensation in full for all services to be rendered by the Escrow Agent under this Escrow Agreement the amounts set forth in a separate schedule of fees and expenses, as modified from time to time as agreed upon with the District, and shall reimburse the Escrow Agent as set forth in such separate schedule for its expenses (including legal fees and expenses) incurred hereunder. Any payment to the Escrow Agent pursuant to this paragraph shall be made from any moneys of the District lawfully available therefor, but the Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the Escrow Fund for any such payment.

To the extent authorized by law, the District assumes liability for and agrees to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the District or the Escrow Agent (whether or not also indemnified against by any person under any other contract or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the acceptance and performance of the duties and obligations of the Escrow Agent hereunder, the establishment of the Escrow Fund, the acceptance of the moneys deposited in such fund, the retention of such moneys or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement, provided, that the District shall not be required to indemnify, protect, save and keep harmless the Escrow Agent against its own negligence. In no event shall the District be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this paragraph. The indemnities contained in this paragraph shall survive the termination of this Escrow Agreement, or the earlier removal or resignation of the Escrow Agent.

Section 2.10 Books and Records; Limited Liability. The Escrow Agent agrees to maintain books and records for the Escrow Fund and to account separately for deposits

therein, investments thereof, earnings thereon and losses (if any) with respect thereto. The Escrow Agent shall only act in accordance with the specific provisions set forth herein and shall not assume any implied duties or obligations hereunder.

The Escrow Agent shall have no obligation to make any payment or disbursement of any type or risk or incur any financial liability in the performance of its duties under this Escrow Agreement unless the District shall have deposited sufficient funds therefor with the Escrow Agent. The Escrow Agent may rely and shall be protected in acting upon the written or oral instructions of authorized representatives of the District or of their respective agents relating to any matter or action undertaken as Escrow Agent under this Escrow Agreement.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of its duties hereunder. The liability of the Escrow Agent for the payment of moneys as hereinabove set forth respecting the redemption of the Refunded Bonds shall be limited to the amounts deposited in the Escrow Fund established hereunder. The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer,

prepayment, substitution or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof or the sufficiency of the moneys held hereunder to accomplish the redemption of the Refunded Bonds. The Escrow Agent shall not have any lien whatsoever upon any of the moneys deposited in accordance with Section 2.1 hereof for the payments of fees and expenses for services by it under this Escrow Agreement until after all payments required pursuant hereto in accordance herewith. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statements of the District, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representations as to the sufficiency of the Escrowed Securities to be purchased pursuant hereto and any uninvested moneys to accomplish the refunding of the Refunded Bonds or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be bond counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District. The Escrow Agent undertakes such duties as are expressly set forth herein, and no implied duties or obligations of the Escrow Agent shall be read into this Escrow Agreement. The District hereby agrees to indemnify and hold harmless the Escrow Agent against any and all liability incurred by the Escrow Agent arising from this Escrow Agreement and not resulting from its own negligence or willful misconduct. The obligations of the District hereunder shall survive the termination or discharge of this Escrow Agreement.

The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon the 2013 Series A Resolution, or any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

ARTICLE III

TERMINATION OF ESCROW AGREEMENT

Section 3.1 Termination of Escrow Agreement. It is the intention of the District that amounts in the Escrow Fund shall be applied to the redemption of the Refunded Bonds on the Redemption Date in accordance with the terms of the 2013 Series A Resolution and the Refunded Bonds. The Escrow Agent agrees to apply the amounts deposited in the Escrow Fund to the payment of interest on the Refunded Bonds to, and redemption of the Refunded Bonds on, the Redemption Date as aforesaid; any moneys remaining in the Escrow Fund following redemption of the Refunded Bonds, shall, after payment of any amounts due the Escrow Agent, be transferred to the District. Upon the completion of such transfer, if any, this Escrow Agreement shall be terminated and of no further force or effect except for those provisions which, by their terms, survive.

ARTICLE IV

FEES OF ESCROW AGENT

Section 4.1 Fees of Escrow Agent. The District shall pay to the Escrow Agent fees and expenses as are mutually agreed upon by the District and the Escrow Agent as and for payment in full for the services of the Escrow Agent as escrow holder hereunder, through the redemption of the Refunded Bonds as set forth herein.

It is also understood that the fee agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by this Escrow Agreement, but in the event that the conditions of this Escrow Agreement are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the District for such extraordinary services and reimbursed

for all costs and expenses, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of legal counsel to the Escrow Agent.

Under no circumstances shall the Escrow Agent be entitled to assert a lien against the amounts held in the Escrow Fund to provide security for the payment of the fees described in this Section.

ARTICLE V

MISCELLANEOUS

Section 5.1 Severability of Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 5.2 Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

Section 5.3 Applicable Law. This Escrow Agreement shall be governed by the applicable laws of the State of California, applicable to contracts made and performed in said State.

Section 5.4 Notices. All notices, demands and formal actions under this Escrow Agreement shall be in writing and mailed, telegraphed or delivered to:

The District: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Assistant Superintendent, Business Services

The Escrow Agent: U.S. Bank Trust Company, National Association
1 California Street, Suite 1000
San Francisco, CA, 94111
Corporate Trust Services

The Paying Agent: Director of Finance of the County of Sacramento
700 H Street, Room 1710
Sacramento, CA 95814

Section 5.5 Amendments. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective with the written consent of the District and the Escrow Agent. Such supplemental agreement shall not materially adversely affect the rights of the holders of the Refunded Bonds (as evidenced by an opinion of counsel delivered to the Escrow Agent) without the written consent of 100% of the holders of the Refunded Bonds.

IN WITNESS WHEREOF, the District and the Escrow Agent have entered into this Escrow Agreement as of the date first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent, Business Services

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

SCHEDULE OF ESCROW SECURITIES

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Total Cost</u>
-------------------------	----------------------	-------------------	-------------	-------------------

SCHEDULE B

PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Payment Amount</u>
_____, 2024			

Wire Transfer Instructions:

Bank Name:

Bank Address:

Beneficiary Location:

ABA Number:

Account Number:

Beneficiary:

Type of Account:

Bank Contact:

SCHEDULE C

NOTICE OF DEFEASANCE

TO THE OWNERS OF

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(COUNTY OF SACRAMENTO, STATE OF CALIFORNIA)
GENERAL OBLIGATION BONDS (MEASURES Q AND R) (ELECTION OF 2012),
2013 SERIES A (TAX-EXEMPT)

NOTICE IS HEREBY GIVEN to the Owners of the Sacramento City Unified School District (County of Sacramento, State of California) General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the "Bonds") issued by the Sacramento City Unified School District (the "District") in accordance with the Resolution of the Board of Education of the District adopted on May 16, 2013, with respect to the above-captioned Bonds, that the Bonds maturing in the years and bearing the CUSIP numbers set forth below have been defeased pursuant to an Escrow and Deposit Agreement, dated _____, 2023 by and between the District and U.S. Bank Trust Company, National Association, as Escrow Agent:

<u>Maturity Date (August 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number (785870)</u>
2024	\$455,000	TW6
2025	480,000	TX4
2029	2,180,000	TZ9
2033	2,675,000	UB0
2038	4,190,000	UC8

None of the District, U.S. Bank Trust Company, National Association, as Escrow Agent, or the Director of Finance of the County of Sacramento, as Paying Agent, shall be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

_____, 20__

By: **Sacramento City Unified School District**

SCHEDULE D

NOTICE OF REDEMPTION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(COUNTY OF SACRAMENTO, STATE OF CALIFORNIA)
GENERAL OBLIGATION BONDS (MEASURES Q AND R) (ELECTION OF 2012),
2013 SERIES A (TAX-EXEMPT)

NOTICE IS HEREBY GIVEN to the Owners of the Sacramento City Unified School District (County of Sacramento, State of California) General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series A (Tax-Exempt) (the "Bonds") that the Bonds maturing in the years and bearing the CUSIP numbers set forth below are subject to optional redemption by the District in accordance with the Resolution of the Board of Education of the District adopted on May 16, 2013, from the proceeds of certain general obligation refunding bonds of the District, which amounts have been determined to be sufficient to redeem the Bonds at a prepayment price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon, on the scheduled redemption date of _____, 2024:

<u>Maturity Date (August 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number (785870)</u>
2024	\$455,000	TW6
2025	480,000	TX4
2029	2,180,000	TZ9
2033	2,675,000	UB0
2038	4,190,000	UC8

On _____, 2024, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Director of Finance of the County of Sacramento, as Paying Agent at:

Director of Finance of the County of Sacramento
700 H Street, Suite 1710
Sacramento, CA 95814

[Interest payable on the Bonds to _____, 2024 will be paid in the usual manner. From and after _____, 2024, interest will cease to accrue on the Bonds called for redemption.]

All owners submitting their Bonds for redemption must also submit a form W-9. Failure to submit a W-9 will result in a 28% backup withholding to the owners of Bonds pursuant to the Jobs and Growth Tax Relief Reconciliation Act of 2003.

None of the District, U.S. Bank Trust Company, National Association, as Escrow Agent, or the Director of Finance of the County of Sacramento, as Paying Agent, shall be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 20__

By: **Director of Finance of the County of Sacramento,**
Paying Agent

INVITATION TO TENDER FOR PURCHASE
made by
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

To the Owners of all or any portion of the maturities listed on pages (i) through (iii) herein of
Sacramento City Unified School District (County of Sacramento, State of California)

- 2015 General Obligation Refunding Bonds
General Obligation Bonds, (Measure Q) (Election of 2012), 2015 Series C-1
General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D
General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C
General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E
General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D
General Obligation Bonds, Election of 2020 (Measure H), 2022 Series A

THIS INVITATION TO TENDER FOR PURCHASE WILL EXPIRE
AT 5:00 PM NEW YORK CITY TIME ON OCTOBER ____, 2023
UNLESS EARLIER TERMINATED OR EXTENDED AS DESCRIBED HEREIN,
TENDERED BONDS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE

The Sacramento City Unified School District (the "District") invites the beneficial owners (the "Owners") of the bonds listed and maturing on the dates set forth in the tables on page (i) through and including (iii) (the "Target Bonds") to sell their Target Bonds to the District for payment in cash at the applicable tender offer purchase prices for the Target Bonds set forth in this Invitation and the Pricing Notice in the form attached hereto as Appendix A, which is expected to be dated on or about October ____, 2023 (as it may be amended or supplemented) (the "Pricing Notice"), plus, in each case, accrued interest on the Target Bonds tendered for purchase up to but not including the Settlement Date ("Accrued Interest"), all on the terms and conditions as set forth in more detail below (the "Invitation"). Indicative, i.e. preliminary, purchase prices are set forth in this Invitation on page (i) through and including page (iii), and the final purchase prices will be set forth in the Pricing Notice.

The purchase of any Target Bonds pursuant to this Invitation is contingent on the issuance of the District's (i) 2023 General Obligation Refunding Bonds, Series B, (ii) 2023 General Obligation Refunding Bonds, Series C, (iii) 2023 General Obligation Refunding Bonds, Series D, and (iv) 2023 General Obligation Refunding Bonds, Series E (collectively, the "Refunding Bonds") and is also subject to the terms of this Invitation and certain other conditions as described herein. The Refunding Bonds will be issued in the manner, on the terms and with the security therefor to be described in the Preliminary Official Statement dated ____, 2023, attached hereto as Appendix B (as may be amended and supplemented) (the "Refunding Bonds POS"). If the Refunding Bonds are issued, the source of funds to purchase the Target Bonds validly tendered for purchase and accepted for purchase pursuant to this Invitation as to the principal amount thereof and any accrued interest will be from proceeds of the Refunding Bonds.

This Invitation is part of a plan by the District to refund a portion of the District's outstanding indebtedness, as described in the Refunding Bonds POS. As outlined on pages (i) through and including (iii) of this Invitation, the District intends to purchase up to \$_____ in principal amount of the Target Bonds, pursuant to this Invitation, although if certain conditions are not met the District may purchase, as applicable, a lesser principal amount or none of the Target Bonds. Should the District accept a portion of tendered bonds, such tendered bonds will be accepted on a pro rata basis as described under the caption "Acceptance of Target Bonds for Purchase" of the Invitation. Owners of the Target Bonds who do not accept this Invitation and Owners of the Target Bonds whose tenders are rejected by the District will continue to hold their interest in such Target Bonds. It is anticipated that, subject to market conditions, all of the Target Bonds not purchased pursuant to this Invitation will remain outstanding, as described under the caption "PLAN OF FINANCE – The Tender Offer in the Refunding Bonds POS.

To make an informed decision as to whether, and how, to tender the Target Bonds for purchase, as applicable, pursuant to the Invitation, Owners must read this Invitation carefully, including the Refunding Bonds POS, and the Pricing Notice and consult their broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions. This Invitation, the Refunding Bonds POS and the Pricing Notice, collectively, shall constitute an invitation to Owners to tender their Target Bonds for purchase, as applicable.

The terms of the Pricing Notice for the Target Bonds will be available as described in the table below.

Key Date and Times

All of these dates and times are subject to change. All times are New York City time.
Notices of changes will be sent in the manner provided for in this Tender Invitation.

Table with 2 columns: Event Name and Date. Rows include Launch Date and Refunding Bonds POS, Pricing Notice (for the Target Bonds), Expiration Date, Notice of Results, Acceptance Date, and Settlement Date.

The Dealer Manager for the Invitation is:

LOOP CAPITAL MARKETS LLC

The Information Agent and Tender Agent for the Invitation is:

GLOBIC ADVISORS

INVITATION

**TARGET BONDS
SUBJECT TO INVITATION TO TENDER FOR PURCHASE**

**Sacramento City Unified School District
(County of Sacramento, State of California)
2015 General Obligation Refunding Bonds**

<u>CUSIP¹ (785870)</u>	<u>Maturity (July 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	------------------------------	---	--------------------------	----------------------	--

**Sacramento City Unified School District
(County of Sacramento, State of California)
General Obligation Bonds,
(Measure Q) (Election of 2012), 2015 Series C-1**

<u>CUSIP¹ (785870)</u>	<u>Maturity (August 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	--------------------------------	---	--------------------------	----------------------	--

**Sacramento City Unified School District
(County of Sacramento, State of California)
General Obligation Bonds,
Election of 2012 (Measure Q), 2016 Series D**

<u>CUSIP¹ (785870)</u>	<u>Maturity (August 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	--------------------------------	---	--------------------------	----------------------	--

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriters take any responsibility for the accuracy of such CUSIP number.

**Sacramento City Unified School District
 (County of Sacramento, State of California)
 General Obligation Bonds,
 Election of 2012 (Measure R), 2017 Series C**

<u>CUSIP¹ (785870)</u>	<u>Maturity (August 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	--------------------------------	---	--------------------------	----------------------	--

**Sacramento City Unified School District
 (County of Sacramento, State of California)
 General Obligation Bonds,
 Election of 2012 (Measure Q), 2017 Series E**

<u>CUSIP¹ (785870)</u>	<u>Maturity (August 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	--------------------------------	---	--------------------------	----------------------	--

**Sacramento City Unified School District
 (County of Sacramento, State of California)
 General Obligation Bonds,
 Election of 2012 (Measure R), 2019 Series D**

<u>CUSIP¹ (785870)</u>	<u>Maturity (August 1)</u>	<u>Principal Amount Outstanding</u>	<u>Interest Rate</u>	<u>Par Call Date</u>	<u>Indicative Purchase Price</u>
---------------------------------------	--------------------------------	---	--------------------------	----------------------	--

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriters take any responsibility for the accuracy of such CUSIP number.

**Sacramento City Unified School District
(Sacramento County, California)
General Obligation Bonds,
Election of 2020 (Measure H), 2022 Series A**

CUSIP ¹ (785870)	Maturity (August 1)	Principal Amount Outstanding	Interest Rate	Par Call Date	Indicative Purchase Price
--------------------------------	------------------------	------------------------------------	------------------	---------------	---------------------------------

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriters take any responsibility for the accuracy of such CUSIP number.

IMPORTANT INFORMATION

This Invitation and other information with respect to the Invitation are available from the Dealer Manager and the Information Agent and Tender Agent at www.globic.com/. Owners wishing to tender their Target Bonds for purchase, as applicable, pursuant to the Invitation should follow the procedures more fully described herein. The District reserves the right to cancel or modify the Invitation at any time on or prior to the Acceptance Date and reserves the right to make a future tender invitation for bonds at prices different than the purchase prices described herein in its sole discretion. The District will have no obligation to purchase, as applicable, the Target Bonds tendered pursuant to the Invitation. The District further reserves the right to waive any irregularities or defects in any tendered bonds received.

The District also reserves the right in the future to refund, repurchase, tender, or exchange on a later date any remaining portion of outstanding Target Bonds through the issuance of bonds or any other means available to the District. The Target Bonds maturing after the respective first optional redemption date are subject to redemption in whole or in part, at the option of the District on any date on or after its respective first optional redemption date indicated in the tables above, at a redemption price equal to 100% of the principal amount of the Target Bonds, or portions thereof, to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Further details concerning the District's debt refunding plan will be contained in the Refunding Bonds POS.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS INVITATION OR PASSED UPON THE FAIRNESS OR MERITS OF THIS INVITATION OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS INVITATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Invitation is not being made to, and the Target Bonds tendered for purchase in response to this Invitation will not be accepted from or on behalf of, Owners in any jurisdiction in which the Invitation, tendering the Target Bonds or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require the Invitation to be made through a licensed or registered broker or dealer, the Invitation is being made on behalf of the District by the Dealer Manager.

The District is not recommending to any Owner whether to tender its Target Bonds for purchase, as applicable, in connection with the Invitation. Each Owner must make these decisions and should read this Invitation and the Refunding Bonds POS in their entirety and consult with its broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation and, if given or made, such information or representation may not be relied upon as having been authorized by the District.

The Dealer Manager makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein. The Dealer Manager has not independently verified any of the information contained herein, and assumes no responsibility for the accuracy or completeness of any such information.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of the District since the date hereof.

This Invitation contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Invitation and other materials referred to or incorporated herein, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-

looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

TABLE OF CONTENTS

	<u>Page</u>
1. General.....	1
2. Authorizing Resolutions	1
3. Dealer Manager, Information Agent and Tender Agent	3
4. Plan of Finance	4
5. Information to Owners.....	4
6. Expiration Date; Offers Only Through Financial Institutions; Brokerage Commission	4
7. Minimum Denominations and Consideration for Offers; Changes to the Terms of the Invitation.....	5
8. Provisions Applicable to all Offers.....	6
9. Transmission of Offers by Financial Institutions; DTC ATOP Procedures	7
10. Determinations as to Form and Validity of Offers; Right of Waiver and Rejection	7
11. Withdrawals of Offers Prior to Expiration Date; Irrevocability of Offers on Expiration Date.....	8
12. Acceptance of Target Bonds for Purchase.....	8
13. Sinking Fund Installment Schedule Modification	8
14. Acceptance of Offers Constitutes Irrevocable Agreement.....	9
15. Settlement Date; Purchase of Target Bond	9
16. Sources of Funds to Pay Purchase Prices and Accrued Interest	10
17. Conditions to Purchase	10
18. Extension, Termination and Amendment of Invitation.....	11
19. Certain Federal Income Tax Consequences.....	12
20. Additional Considerations	13
[21. Soliciting Dealer Fees; Eligible Institutions Are Not Agents	14
22. The Dealer Manager	14
23. Information Agent and Tender Agent.....	15
24. Miscellaneous	15
APPENDIX A – PRICING NOTICE.....	A-1
APPENDIX B – PRELIMINARY OFFICIAL STATEMENT.....	B-1
APPENDIX C – SOLICITATION FEE PAYMENT REQUEST	C-1

INVITATION
made by
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

1. General

The Sacramento Unified School District (the “**District**”) invites the beneficial owners (the “**Owners**”) of the bonds listed and maturing on the dates set forth in the tables on page (i) through and including (iii) of this Invitation (the “**Target Bonds**”) to sell their Target Bonds to the District for payment in cash at the applicable tender offer purchase prices set forth in the Pricing Notice in the form attached hereto as Appendix A (the “**Pricing Notice**”), which is expected to be dated October __, 2023 (as it may be amended or supplemented) as described herein, plus, in each case, accrued interest on the Target Bonds tendered for purchase up to but not including the Settlement Date (“**Accrued Interest**”), all on the terms and conditions as set forth in more detail below (the “**Invitation**”). Purchase prices will be set forth in the Pricing Notice.

Indicative Purchase Prices for the Target Bonds shown herein are preliminary and subject to change. The purchase of any Target Bonds pursuant to the Invitation is contingent on the issuance of the District’s 2023 General Obligation Refunding Bonds, in one or more series (the “**Refunding Bonds**”) and is also subject to the terms of this Invitation (this “**Invitation**”) and certain other conditions as described herein. The Refunding Bonds will be issued in the manner, on the terms and with the security therefor described in the Preliminary Official Statement dated _____, 2023, attached hereto as Appendix B (as may be amended and supplemented) (the “**Refunding Bonds POS**”).

If the Refunding Bonds are issued, the source of funds to purchase the Target Bonds validly tendered and accepted for purchase pursuant to this Invitation as to the principal amount thereof and accrued interest thereon will be from proceeds of the Refunding Bonds.

2. Authorizing Resolutions

The Target Bonds consisting of the Sacramento City Unified School District 2015 General Obligation Refunding Bonds were issued by the District pursuant to a resolution, adopted by the Board of Education of the District on December 4, 2014 (the “**2015 Resolution**”).

The Target Bonds consisting of the Sacramento City Unified School District General Obligation Bonds, (Measure Q) (Election of 2012), 2015 Series C-1 were issued by the District pursuant to a resolution, adopted by the Board of Education of the District on April 23, 2015 (the “**Series C-1 Resolution**”).

The Target Bonds consisting of the Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D were issued by the District pursuant to a resolution, adopted by the Board of Education of the District on May 5, 2016 (the “**2016 Series D Resolution**”).

The Target Bonds consisting of the Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C and the Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E were issued by the District pursuant to a resolution, adopted by the Board of Education of the District on April 6, 2017 (the “**Series C/E Resolution**”).

The Target Bonds consisting of the Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D were issued by the County of Sacramento on behalf

of the District pursuant to a resolution, adopted by the Board of Supervisors of the County of Sacramento strict on October 8, 2019 (the “**2019 Series D Resolution**”).

The Target Bonds consisting of the Sacramento City Unified School District General Obligation Bonds, Election of 2020 (Measure H), 2022 Series A were issued by the County of Sacramento on behalf of the District pursuant to a resolution, adopted by the Board of Supervisors of the County of Sacramento on May 24, 2022 (the “**Series A Resolution**” and together with the 2015 Resolution, the Series C-1 Resolution, the 2016 Series D Resolution, the Series C/E Resolution and the 2019 Series D Resolution, the “**Authorizing Resolutions**”).

This Invitation is part of a plan by the District to refinance some or all of the outstanding Target Bonds, as will be described in the Refunding Bonds POS. The outstanding bonds of the District of any series that are not identified in the tables above on pages (i) through and including (iii) are not subject to this Invitation. For additional information concerning the District, the purpose of the Refunding Bonds, the District’s financing plan, and its outstanding indebtedness, see the Refunding Bonds POS.

Pursuant to the Invitation, each Owner may tender to the District for purchase the Target Bonds, in a denomination of \$5,000 principal amount (the “Minimum Authorized Denomination”) or any integral multiple of \$5,000 in excess thereof, with respect to which the Owner has a beneficial ownership interest.

See below for more information on how an Owner can tender its Target Bonds for purchase, as applicable, and the Purchase Price offered.

The purchase of any of the Target Bonds tendered for purchase pursuant to the Invitation is contingent on the issuance of the Refunding Bonds. The District’s obligations to accept for purchase, and to pay for, the Target Bonds validly tendered (and not withdrawn) pursuant to this Invitation are also subject to the satisfaction or waiver of certain conditions. See Section 17, “Conditions to Purchase or Exchange,” for additional information regarding certain of such conditions.

Subject to the terms of this Invitation and the satisfaction of all conditions to the District’s obligation to purchase tendered Target Bonds as described herein, and provided that (i) the Target Bonds tendered by an Owner for purchase, as applicable, have been validly tendered by 5:00 p.m., New York City time, on October __, 2023 (as extended from time to time in accordance with this Invitation, the “Expiration Date”), and (ii) the tendered Target Bonds have been accepted by the District on or before 5:00 p.m., New York City time, on October __, 2023 (as extended from time to time in accordance with this Invitation, the “Acceptance Date”), the District will purchase at the applicable Purchase Prices on _____, 2023 or such later date as the District shall determine (such date, the “Settlement Date”). Accrued Interest on the Target Bonds purchased will also be paid on the Settlement Date.

All times in this Invitation are local time in New York City.

No assurances can be given that the Refunding Bonds will be issued or that any Target Bonds tendered for purchase, as applicable, by an Owner will be purchased. See section 12 “Acceptance of Target Bonds for Purchase” herein for more information on the selection of tendered Target Bonds to be purchased, if any. Subject to the terms and conditions set forth in this Invitation, the District reserves the right to amend or waive the terms of this Invitation as to any or all of the Target Bonds in any respect and at any time prior to the Acceptance Date or from time to time. The District also has the right to terminate this Invitation at any time up to and including the Acceptance Date. See Section 18 “Extension, Termination and Amendment of Invitation” herein below.

The District is under no obligation to accept any of the Target Bonds that are tendered for purchase, as applicable, pursuant to the Invitation, and, if any Target Bonds are accepted, will accept such Target Bonds as described herein in Section 12 “Acceptance of Target Bonds for Purchase.” Any Target Bonds tendered by Owners pursuant to this Invitation but not accepted by the District will be returned to the Owners and will continue to be payable and secured under the terms of the respective Authorizing Resolution under which such Target Bonds were issued until maturity or prior redemption. If all conditions to this Invitation are not satisfied or waived by the District on or prior to the Settlement Date, any Target Bonds tendered by Owners pursuant to this Invitation will be returned to the Owners and will continue to be payable and secured under the terms of the respective Authorizing Resolution under which such Target Bonds were issued until maturity or prior redemption.

It is anticipated that, subject to market conditions, all of the Target Bonds not tendered for purchase pursuant to this Invitation will remain outstanding.

If less than all of the Target Bonds of a given CUSIP number for which sinking fund installments have been established are purchased by the District, the District, in accordance with the applicable Authorizing Resolution, may have the ability to select which sinking fund installments may be reduced and the average life of the remaining Target Bonds may change.

Further details concerning the District’s debt refunding plan will be contained in the Refunding Bonds POS. See also “Additional Considerations,” herein below. To make an informed decision as to whether, and how, to tender the Target Bonds for purchase pursuant to the Invitation, an Owner must read this Invitation carefully, including the Refunding Bonds POS.

None of the District, the Dealer Manager (as defined below) or the Information Agent and Tender Agent (as defined below) make any recommendation that any Owner tender or refrain from tendering all or any portion of such Owner’s Target Bonds for purchase. Owners must make these decisions and should consult with their broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

3. Dealer Manager, Information Agent and Tender Agent

The Dealer Manager for this Invitation is Loop Capital Markets LLC (the “Dealer Manager”). Globic Advisors is serving as Information Agent and Tender Agent (the “Information Agent and Tender Agent”) in connection with this Invitation. Owners with questions about the substance of this Invitation should contact the Dealer Manager. Owners with questions about the mechanics of this Invitation should contact the Information Agent and Tender Agent. Contact information for the Dealer Manager and the Information Agent and Tender Agent is as follows:

Dealer Manager:

Loop Capital Markets LLC
Phone number: 415-635-3776
Attention: Robert Larkins
Email address: robert.larkins@loopcapital.com

Information Agent and Tender Agent:

Globic Advisors

Phone number: (212) 227-9622

Attention: _____

Email address: _____

In addition to serving as Dealer Manager for the Target Bonds, Loop Capital Markets LLC is also serving as Underwriter for the District's 2023 General Obligation Refunding Bonds, Series A and the Refunding Bonds described in Appendix A hereto.

4. Plan of Finance

This Invitation is being issued as part of a plan of finance to use proceeds from the sale of the Refunding Bonds. Further, as described above, the District's purchase of Target Bonds pursuant to this Invitation is contingent upon the receipt of sufficient proceeds for such purpose from the issuance of the Refunding Bonds. There can be no assurance that the Refunding Bonds will be issued or when they will be issued or that the proceeds thereof will be sufficient to enable the District to purchase any or all of the Target Bonds tendered for purchase.

The purpose of the issuance of the Refunding Bonds is to produce present value debt service savings. Thus, the final decision to purchase Target Bonds, and, if less than all of the Target Bonds that are tendered are purchased, which Target Bonds will be accepted for purchase by the District will be based upon market conditions associated with the sale of the Refunding Bonds and other factors outside of the control of the District.

5. Information to Owners

General. The District will provide additional information about this Invitation, if any, to the market and Owners, including, without limitation, the Refunding Bonds POS and any supplement thereto, by delivery of such information in the following ways: (i) to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at <http://emma.msrb.org> (the "EMMA Website"), using the CUSIP numbers for the Target Bonds listed on pages (i) through and including (iii) of the Invitation; (ii) to DTC (defined below) and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent and Tender Agent at [www.globic.com/_____](http://www.globic.com/). Delivery by the District of information in this manner will be deemed to constitute delivery of the information to each Owner. The Dealer Manager, and the Information Agent and Tender Agent have no obligation to ensure that an Owner actually receives any information provided by the District in this manner. An Owner who would like to receive information furnished by or on behalf of the District as described above must make appropriate arrangements with its broker, account executive or other financial advisor or representative. The final Official Statement with respect to the Refunding Bonds will be posted to the EMMA Website.

6. Expiration Date; Offers Only Through Financial Institutions; Brokerage Commission

This Invitation will expire at 5:00 p.m., New York City time, on October __, 2023, the Expiration Date, unless earlier terminated or extended as described in this Invitation. Tenders of the Target Bonds received after 5:00 p.m., New York City time, on the Expiration Date (as it may be extended) will not be considered. See section 18 "Extension, Termination and Amendment of Invitation" herein for a discussion of the ability of the District to extend the Expiration Date and to terminate or amend this Invitation.

All of the Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company of New York (“DTC”). The Information Agent and Tender Agent and DTC have confirmed that the Invitation is eligible for submission of tenders for purchase through DTC’s Automated Tender Offer Program (known as the “ATOP” system). Owners of the Target Bonds who want to accept this Invitation to sell, as applicable, the Target Bonds must do so through a DTC participant in accordance with the relevant DTC procedures for the ATOP system. The District will not accept any tenders of the Target Bonds for purchase, as applicable, that are not made through the ATOP system. Owners who are not DTC participants can only tender the Target Bonds for purchase, as applicable, pursuant to this Invitation by making arrangements with and instructing the bank or brokerage firm through which they hold their Target Bonds (sometimes referred to herein as a “custodial intermediary”) to tender the Owner’s Target Bonds on their behalf through the ATOP system. To ensure an Owner’s Target Bonds are tendered through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date, Owners must provide instructions to the bank or brokerage firm through which their Target Bonds are held in sufficient time for such custodial intermediary to tender the Target Bonds in accordance with DTC procedures through the ATOP system by this deadline. Owners should contact their bank or brokerage firm through which they hold their Target Bonds for information on when such custodial intermediary needs the Owner’s instructions in order to tender the Owner’s Target Bonds through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date. See also section 9 “Transmission of Offers by Financial Institutions; DTC ATOP Procedures,” herein below. The District, the Dealer Manager, and the Information Agent and Tender Agent are not responsible for making or transmitting any tender of the Target Bonds or for the transfer of any tendered Target Bonds through the ATOP system or for any mistakes, errors or omissions in the making or transmission of any tender or transfer.

Owners will not be obligated to pay any brokerage commissions or solicitation fees to the District, the Dealer Manager or the Information Agent and Tender Agent in connection with this Invitation. However, Owners should check with their broker, account executive or other financial institution which maintains the account in which their Target Bonds are held to determine if it will charge any commission or fees.

7. Minimum Denominations and Consideration for Offers; Changes to the Terms of the Invitation

Authorized Denominations for Offers. An Owner may tender all or a portion of the Target Bonds of a particular CUSIP that it owns in an amount of its choosing, but only in principal amounts equal to the Minimum Authorized Denomination or any integral multiple of \$5,000 in excess thereof.

The Pricing Notice will be made available: (1) at the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access (“EMMA”) website, currently located at <http://emma.msrb.org> (the “EMMA Website”), using the CUSIP numbers for the Target Bonds listed in pages (i) through and including (iii) of this Invitation, as applicable; (2) to The Depository Trust Company (“DTC”) and to the DTC participants holding the Bonds (as shown in a securities position report obtained by the Information Agent and Tender Agent); and (iii) by posting electronically on the website of the Information Agent and Tender Agent at _____.

In addition to the Purchase Price of the Target Bonds accepted for purchase by the District, Accrued Interest on such Target Bonds will be paid by, or on behalf of, the District to the tendering Owners on the Settlement Date. The Purchase Prices (and the Accrued Interest) will constitute the sole consideration payable by the District for the Target Bonds purchased by the District pursuant to the Invitation.

Changes to Terms of the Invitation. As described in section 18 “Extension, Termination and Amendment of Invitation” herein, the District may revise the terms of this Invitation prior to the Acceptance Date. If the District determines to revise the terms of the Invitation, it shall provide notice thereof in the manner described in section 5 “Information to Owners” of this Invitation no later than 11:00 a.m., New York City time, on the Business Day prior to the Acceptance Date. If subsequent to the publication of the Pricing Notice the District changes the Purchase Price for any of the Target Bonds pursuant to the Invitation, or makes any other material change to the terms of the Refunding Bonds (as determined by the District) pursuant to the Invitation, the District shall provide notice thereof (as described herein under “Information to Owners”) no less than five (5) business days prior to the Expiration Date, as extended. In such event, any tenders submitted with respect to the affected Target Bonds prior to such change in the Purchase Price for such Target Bonds pursuant to the Invitation, or any other material change to the terms of the Refunding Bonds (as determined by the District) pursuant to the Invitation, will remain in full force and effect and any Owner of such affected Target Bonds wishing to revoke their tender of such Target Bonds must affirmatively withdraw such tender for purchase, as applicable, prior to the Expiration Date as described herein under section 11 “Withdrawals of Offers Prior to Expiration Date; Irrevocability of Offers on Expiration Date” herein.

8. Provisions Applicable to all Offers

An Owner should consult with its broker-dealer, financial, legal, accounting, tax and other advisors in determining whether to tender the Target Bonds for purchase, as applicable, and the principal amount of the Target Bonds to be tendered. An Owner should also inquire as to whether its financial institution will charge a fee for submitting tenders. The District, the Dealer Manager, and the Information Agent and Tender Agent will not charge fees to any Owner making an offer or completing the purchase, as applicable, of the Target Bonds.

A tender of the Target Bonds cannot exceed the par amount of the Target Bonds owned by the Owner. The Target Bonds may be tendered and accepted for payment only in principal amounts equal to the Minimum Authorized Denomination and integral multiples of \$5,000 in excess thereof.

“All or none” tenders are not permitted. No alternative, conditional or contingent tenders will be accepted. All tenders shall survive the death or incapacity of the tendering Owner.

By tendering the Target Bonds pursuant to this Invitation, each Owner will be deemed to have represented and warranted to and agreed with the District and the Dealer Manager that:

- a) the Owner has received, and has had the opportunity to review, this Invitation (including the Refunding Bonds POS) prior to making the decision as to whether or not it should tender its Target Bonds for purchase, as applicable;
- (b) the Owner has full authority to tender, sell, assign and transfer such Target Bonds, and that, on the Settlement Date, the District, as transferee, will acquire good title to the tendered Target Bonds, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Owner of the Purchase Price, plus in each case, payment of the Accrued Interest;
- (c) the Owner has made its own independent decision to tender the Target Bonds, the appropriateness of the terms thereof, and whether it is appropriate for the Owner;
- (d) such decisions are based upon the Owner's own judgment and upon advice from such advisors as the Owner has consulted;

(e) the Owner is not relying on any communication from the District or the Dealer Manager as investment advice or as a recommendation to tender bonds, it being understood that the information from the District or the Dealer Manager related to the terms and conditions of this Invitation shall not be considered investment advice or a recommendation to tender bonds; and

(f) the Owner is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand and accept, the terms and conditions of the Invitation.

9. Transmission of Offers by Financial Institutions; DTC ATOP Procedures

Tenders of the Target Bonds for purchase, as applicable, pursuant to this Invitation may only be made to the District through DTC's ATOP system. Owners that are not DTC participants must tender their Target Bonds through their custodial intermediary. A DTC participant must tender the Target Bonds offered by the Owner pursuant to the Invitation on behalf of the Owner for whom it is acting, by book-entry through the ATOP system. In so doing, such custodial intermediary and the Owner on whose behalf the custodial intermediary is acting agree to be bound by DTC's rules for the ATOP system. In accordance with ATOP procedures, DTC will then verify receipt of the tendered Target Bonds and send an Agent's Message (as described below) to the Information Agent and Tender Agent.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Information Agent and Tender Agent and forming a part of the book-entry confirmation which states that DTC has received an express acknowledgement from the DTC participant tendering the Target Bonds for purchase, as applicable, that are the subject of such book-entry confirmation, stating: (i) the par amount of the Target Bonds that have been tendered by such DTC participant on behalf of the Owner pursuant to the Invitation, and (ii) that the Owner agrees to be bound by the terms of this Invitation, including the representations, warranties, agreements and affirmations deemed made by it as set forth in section 8 "Provisions Applicable to all Offers" herein above.

Agent's Messages must be transmitted to and received by the Information Agent and Tender Agent by not later than 5:00 p.m., New York City time, on the Expiration Date (as such date may have been changed as provided in this Invitation). The Target Bonds will not be deemed to have been tendered for cash purchase, as applicable, pursuant to the Invitation until an Agent's Message with respect thereto is received by the Information Agent and Tender Agent.

Each DTC participant is advised to submit each beneficial owner's instruction individually into DTC's ATOP system to ensure proper settlement.

10. Determinations as to Form and Validity of Offers; Right of Waiver and Rejection

All questions as to the validity (including the time of receipt of Agent's Messages by the Information Agent and Tender Agent), eligibility, and acceptance of any tenders of the Target Bonds for purchase, as applicable, will be determined by the District in its sole discretion and will be final, conclusive and binding.

The District reserves the right to waive any irregularities or defects in any tender. The District, the Dealer Manager, and the Information Agent and Tender Agent are not obligated to give notice of any defects or irregularities in tenders, and they will have no liability for failing to give such notice.

11. Withdrawals of Offers Prior to Expiration Date; Irrevocability of Offers on Expiration Date

An Owner may withdraw the Target Bonds tendered for purchase, as applicable, pursuant to this Invitation by causing a withdrawal notice to be transmitted via DTC's ATOP system to, and received by, the Information Agent and Tender Agent at or before 5:00 p.m., New York City time, on the Expiration Date (as the date and time may have been changed as provided in this Invitation).

Owners who are not DTC participants can only withdraw their tendered Target Bonds by making arrangements with and instructing the custodial intermediary through which they hold their Target Bonds to submit the Owner's notice of withdrawal through the DTC ATOP system.

All tenders of the Target Bonds for purchase, as applicable, will become irrevocable as of 5:00 p.m., New York City Time, on the Expiration Date (as such date may have been changed from time to time as provided in this Invitation).

12. Acceptance of Target Bonds for Purchase

On or before 5:00 p.m., New York City Time, on the Acceptance Date (i.e., October __, 2023, unless extended), upon the terms and subject to the conditions of the Invitation, the District will announce its acceptance of the Target Bonds for purchase, as applicable, if any, validly tendered by Owners pursuant to this Invitation by giving notice in the manner described in section 5 "Information to Owners" herein, with acceptance subject to the satisfaction or waiver by the District of the conditions to the purchase, as applicable, of tendered Target Bonds. See section 14 "Acceptance of Offers Constitutes Irrevocable Agreement" and section 17 "Conditions to Purchase" herein

The District intends to purchase, as applicable, up to \$ _____ in principal amount of the Target Bonds pursuant to this Invitation, though if certain conditions are not met the District may purchase, as applicable, none or a lesser principal amount of the Target Bonds. The District shall be under no obligation to accept any Target Bonds tendered for purchase, as applicable, pursuant to this Invitation.

The Target Bonds that will be purchased, as applicable, will be indicated by CUSIP. The District may choose to purchase, as applicable, some but not all of the tendered Target Bonds of a particular CUSIP. Should the District decide to only purchase, as applicable, a portion of the Target Bonds being tendered for purchase, as applicable, of a certain CUSIP, the District will accept such Target Bonds tendered for purchase, as applicable, on a pro rata basis except for certain Target Bonds which are term bonds subject to mandatory sinking fund payments. Except for certain Target Bonds which are term bonds subject to mandatory sinking fund payments, the principal amount of each individual tender will be accepted, pro rata, based upon the ratio of principal amount of such Target Bonds of a certain CUSIP accepted for purchase by the District divided by the aggregate principal amount of such Target Bonds tendered for purchase, as applicable. In such event, should the principal amount of any individual tender offer, when adjusted by the pro rata acceptance, result in an amount that is not a multiple of \$5,000, the principal amount of such tender will be rounded up to the nearest multiple of \$5,000. If as a result of such adjustment, the principal amount of a holder's unaccepted Target Bonds is less than the minimum authorized denomination of \$5,000, the District will reject such holder's tendered Target Bonds in whole.

13. Sinking Fund Installment Schedule Modification

Certain of the Target Bonds are term bonds subject to mandatory sinking fund payments. If less than all of the Target Bonds of a given CUSIP number that are subject to mandatory sinking fund payments are purchased by the District, the manner in which the sinking fund payments will be reduced for the remaining Target Bonds of that CUSIP number which are not purchased will be determined by the

District. The District has the right to select which sinking fund payments for Target Bonds subject to sinking fund payments which are not purchased will be reduced. The reduction in sinking fund payments resulting from the purchase by the District of less than all of the Target Bonds of a given CUSIP number may cause the average life of the remaining bonds of that CUSIP number to change.

The District will determine the amount to accept for each CUSIP in its sole discretion, and reserves the right to accept significantly more or significantly less (or none) of any CUSIP as compared to any other CUSIP.

The acceptance notification will state: (i) the principal amount of the Target Bonds of each CUSIP number that the District has accepted for purchase, as applicable, in accordance with the Invitation, which may be zero for a particular CUSIP number, or (ii) that the District has decided not to purchase, as applicable, any Target Bonds.

Shortly following the giving of notice of its acceptance of tendered Target Bonds for purchase, as applicable, the District will instruct DTC to release from the controls of the ATOP system all the Target Bonds that were tendered but were not accepted for purchase, as applicable. The release of such Target Bonds will take place in accordance with DTC's ATOP procedures. The District, the Dealer Manager, and the Information Agent and Tender Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Owner.

Notwithstanding any other provision of this Invitation, the obligation of the District to accept for purchase, and to pay for, as applicable, the Target Bonds validly tendered (and not validly withdrawn) by Owners pursuant to the Invitation is subject to the satisfaction or waiver of the conditions set forth under Section 17, "Conditions to Purchase" below. The District reserves the right to amend or waive any of the terms of or conditions to this Invitation, in whole or in part, at any time prior to the Acceptance Date in its sole discretion. This Invitation may be withdrawn by the District at any time prior to the Acceptance Date.

14. Acceptance of Offers Constitutes Irrevocable Agreement

Acceptance by the District of the Target Bonds tendered for purchase, as applicable, by Owners will constitute an irrevocable agreement between the tendering Owner and the District to sell and purchase, as applicable, such Target Bonds, subject to the conditions and terms of this Invitation, including the Conditions to Purchase set forth in Section 17, "Conditions to Purchase."

The acceptance of the Target Bonds tendered for purchase, as applicable, is expected to be made by notification to the Information Services no later than 5:00 p.m., New York City time, on the Acceptance Date. This notification will state the principal amount of the Target Bonds of each CUSIP number that the District has agreed to accept for purchase, as applicable, in accordance with this Invitation, which may be zero for a particular CUSIP number.

15. Settlement Date; Purchase of Target Bond

Subject to satisfaction of all conditions to the District's obligation to purchase, as applicable, tendered Target Bonds, as described herein, the Settlement Date is the day on which the Target Bonds accepted for purchase, as applicable, will be purchased and paid for at the applicable Purchase Prices for the required principal amount of the Refunding Bonds and the Accrued Interest on the Target Bonds to be purchased, as applicable, will also be paid. Such purchase and payment are expected to occur by 3:00

p.m., New York City time, on the Settlement Date. The Settlement Date has initially been set as [November 2], 2023, unless extended by the District, assuming all conditions to the Invitation have been satisfied or waived by the District.

The District may, in its sole discretion, change the Settlement Date by giving notice thereof in the manner described in Section 5 of this Invitation prior to the change.

Subject to satisfaction of all conditions to the District's obligation to purchase the Target Bonds tendered for purchase pursuant to the Invitation, as described herein, payment by the District will be made through DTC on the Settlement Date. The District expects that, in accordance with DTC's standard procedures, DTC will transmit the aggregate Purchase Prices to be paid for the Target Bonds tendered for purchase (plus Accrued Interest) to DTC participants holding the Target Bonds accepted for purchase on behalf of Owners for subsequent disbursement to the Owners. **The District, the Dealer Manager and the Information Agent and Tender Agent have no responsibility or liability for the distribution of the Purchase Prices paid and Accrued Interest by DTC to DTC participants or by DTC participants to Owners.**

Promptly following such deliveries and payments, the District will instruct the Paying Agent for the Target Bonds purchased, as applicable, to cause such Target Bonds to be cancelled and retired.

16. Sources of Funds to Pay Purchase Prices and Accrued Interest

The source of funds to purchase the Target Bonds validly tendered and accepted for purchase pursuant to the Invitation and accepted by the District is anticipated to be proceeds received by the District from the sale of its Refunding Bonds, expected to be issued on the Settlement Date. The District's ability to settle the cash purchase of the Target Bonds tendered for purchase is contingent upon the successful delivery of its Refunding Bonds and the other conditions set forth herein.

17. Conditions to Purchase

As described above, this Invitation is being issued as part of a plan of finance to use proceeds from the sale of the Refunding Bonds. The purpose of the issuance of the Refunding Bonds is to produce present value debt service savings. Thus, the consummation of the purchase of the Target Bonds pursuant to the Invitation is conditioned upon the District obtaining satisfactory and sufficient economic benefit therefrom when taken together with the proposed issuance of the Refunding Bonds, all on the terms and conditions that are in the District's best interest as determined by the District. Payment on the Settlement Date is conditioned upon the issuance of the Refunding Bonds. The District will not be required to purchase any Target Bonds, and will incur no liability as a result, if, before payment for, as applicable, the Target Bonds on the Settlement Date:

(i) The District does not, for any reason, have sufficient funds on the Settlement Date from the proceeds of the Refunding Bonds to pay the Purchase Prices of tendered Target Bonds accepted for purchase pursuant to the Invitation and pay all fees and expenses associated with the Refunding Bonds and this Invitation, including the Accrued Interest on all the Target Bonds accepted for purchase, as applicable;

(ii) Litigation or another proceeding is pending or threatened which the District believes may, directly or indirectly, have an adverse impact on this Invitation or the expected benefits of this Invitation to the District or the Owners;

(iii) there shall have occurred any outbreak or escalation of war, public health or other national or international emergency, banking moratorium, suspension of payments by banks, a general suspension of trading by the New York Stock Exchange or a limitation of prices on the New York Stock Exchange exists and the District believes this fact makes it inadvisable to proceed with the purchase of the Target Bonds;

(iv) A material change in the business or affairs of the District has occurred which the District believes makes it inadvisable to proceed with the purchase of the Target Bonds;

(v) A material change in the net benefits of the transaction contemplated by this Invitation and the Refunding Bonds POS has occurred due to a material change in market conditions which the District reasonably believes makes it inadvisable to proceed with the purchase of the Target Bonds; or

(vi) There shall have occurred a material disruption in securities settlement, payment or clearance services.

These conditions are for the sole benefit of the District. They may be asserted by the District at any time prior to the time of payment for, as applicable, the Target Bonds on the Settlement Date. The conditions may be waived by the District in whole or in part at any time and from time to time in its sole discretion and may be exercised independently for each maturity date and CUSIP number of the Target Bonds. The failure by the District at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the District which may be asserted at any time and from time to time through the Settlement Date. Any determination by the District concerning the events described in this Section 17 will be final and binding upon all parties. If, prior to the time of payment for, as applicable, any Target Bonds any of the events described happens, the District will have the absolute right to cancel its obligations to purchase, as applicable, the Target Bonds without any liability to any Owner or any other person.

18. Extension, Termination and Amendment of Invitation

Through and including the Acceptance Date, the District has the right to extend this Invitation, to any date in its sole discretion. Notice of an extension of the Expiration Date will be given in the manner described in Section 5 of this Invitation, on or about 11:00 a.m., New York City time, on the first business day after the then current Expiration Date.

The District also has the right, prior to the Acceptance Date to terminate this Invitation at any time by giving notice of such termination in the manner described in Section 5 of this Invitation.

The District also has the right, prior to the Acceptance Date, to amend or waive the terms of this Invitation in any respect and at any time by giving notice of the amendment or waiver in the manner described in Section 5 of this Invitation. The amendment or waiver will be effective at the time specified in such notice.

If the District amends the terms of this Invitation, including a waiver of any term, in any material respect, notice of such amendment or waiver will be given no later than five (5) Business Days prior to the Expiration Date, as extended, to provide reasonable time for dissemination of such amendment or waiver to Owners and for Owners to respond. If the District changes the Purchase Price for any of the Target Bonds pursuant to the Invitation, or makes any other material change to the terms of the

Refunding Bonds (as determined by the District) pursuant to the Invitation, any tenders submitted with respect to the affected Target Bonds prior to such change in the Purchase Price for such Target Bonds pursuant to the Invitation will remain in full force and effect, and any Owner of such affected Target Bonds wishing to revoke its tender of such Target Bonds for purchase, as applicable, must affirmatively withdraw such tender prior to the Expiration Date as described in Section 11 hereof.

No extension, termination or amendment of this Invitation (or waiver of any terms of this Invitation) will: (i) change the District's right to decline to purchase, as applicable, any Target Bonds without liability; or (ii) give rise to any liability of the District, the Dealer Manager, or the Information Agent and Tender Agent to any Owner or nominee.

19. Certain Federal Income Tax Consequences

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the Target Bonds that tender their Target Bonds for cash. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective tendering investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Target Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Internal Revenue Code of 1986 (the "Code"), or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Target Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors who will hold their Target Bonds as "capital assets" within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the Target Bonds other than investors that are U.S. Holders.

As used herein, "U.S. Holder" means a beneficial owner of a Target Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds the Target Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding the Target Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Target Bonds (including their status as U.S. Holders).

PROSPECTIVE TENDERING INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE U.S. FEDERAL, STATE, LOCAL, OR NON-U.S. TAX

CONSEQUENCES TO THEM FROM THE TENDER OF THE TARGET BONDS IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

Tendering U.S. Holders. The tender of a Target Bond for cash will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Target Bond will recognize a gain or loss equal to the difference between (i) the amount of cash received (except to the extent attributable to accrued but unpaid interest and original issue discount (the “OID”) accrued since the most recent compounding date on the Target Bond, which will be treated for federal income tax purposes as a coupon payment on the Target Bond) and (ii) the U.S. Holder’s adjusted U.S. federal income tax basis in the Target Bond (generally, the purchase price paid by the U.S. Holder for the Target Bond, decreased by any amortized premium, and increased by the amount of any OID previously accrued by such U.S. Holder with respect to such Target Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Target Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder’s holding period for the Target Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

20. Additional Considerations

In deciding whether to participate in the Invitation, each Owner should consider carefully, in addition to the other information contained in this Invitation, the following:

Market for Target Bonds. The Target Bonds are not listed on any national or regional securities exchange. To the extent that the Target Bonds are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Owners may be able to effect a sale of the Target Bonds at a price higher than the Purchase Price established pursuant to the Invitation.

Target Bonds Not Tendered for Purchase. Owners of the Target Bonds who do not accept this Invitation will continue to hold their interest in such Target Bonds. If the Target Bonds are purchased, as applicable, pursuant to this Invitation, the principal amount of the Target Bonds for a particular CUSIP that remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that CUSIP that remain outstanding.

The terms of the Target Bonds that remain outstanding will continue to be governed by the terms of the respective Authorizing Resolution under which such Target Bonds were issued. The Target Bonds maturing after the respective first optional redemption date are subject to redemption in whole or in part, at the option of the District on any date on or after its respective first optional redemption date indicated in the tables above, at a redemption price equal to 100% of the principal amount of the Target Bonds, or portions thereof, to be redeemed plus accrued but unpaid interest to the date fixed for redemption, without premium. Further details concerning the District’s debt refunding plan will be contained in the Refunding Bonds POS.

If less than all of the Target Bonds of a given CUSIP number for which sinking fund installments have been established are purchased by the District, the District, in accordance with the governing documents, has the ability to select which sinking fund installments may be reduced and the average life of the remaining Target Bonds may change.

To the extent the Target Bonds are not purchased, as applicable, pursuant to this Invitation the District reserves the right to, and may in the future decide to, acquire some or all of the Target Bonds through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers or otherwise, upon such terms and at such prices as it may determine, which may be more or less

than the consideration offered pursuant to this Invitation, which could be cash or other consideration. Any future acquisition of the Target Bonds may be on the same terms or on terms that are more or less favorable to Owners than the terms of the Invitation described in this Invitation. The District also reserves the right in the future to refund, or cause the refunding of (on an advance or current basis), any remaining portion of outstanding Target Bonds through the issuance of publicly offered or privately placed bonds. The decision to undertake any such future transactions will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the District may ultimately choose to pursue in the future.

[21. Soliciting Dealer Fees; Eligible Institutions Are Not Agents

The District agrees to pay or caused to be paid to any commercial bank or trust company having an office, branch or agency in the United States, and any firm which is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority (an “Eligible Institution”), a solicitation fee of \$1.25 per \$1,000 on the principal amount of the Target Bonds purchased from each of its Retail Customers by the District pursuant to the Invitation. A “Retail Customer” is an individual who owns less than \$250,000 principal amount of the Target Bonds and manages its own investments or an individual who owns less than \$250,000 principal amount of the Target Bonds whose investments are managed by an investment manager or bank trust department that holds the investments of that individual in a separate account in the name of that individual.

The Solicitation Fee Payment Request Form, attached hereto as Appendix C, must be returned to the Information Agent and Tender Agent no later than 5:00 p.m., New York City time, on or before the next business day following the Expiration Date, unless earlier terminated or extended. No payment of a solicitation fee will be made on requests received after this time. No solicitation fee will be paid on requests improperly submitted or for the Target Bonds not purchased by the District.

Eligible Institutions are not agents of the District for the Invitation.]

22. The Dealer Manager

References in this Invitation to the Dealer Manager is to Loop Capital Markets LLC only in its capacity as the Dealer Manager.

The Dealer Manager may contact Owners regarding this Invitation and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this Invitation to beneficial owners of the Target Bonds.

The District will pay to the Dealer Manager customary fees for its services in connection with this Invitation. In addition, the District will pay the Dealer Manager its reasonable out-of-pocket costs and expenses relating to this Invitation.

The Dealer Manager and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Manager and its affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the District, for which they received and or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and

for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities of the Dealer Manager and/or its affiliates may involve securities and instruments of the District, including but not limited to the Target Bonds which may be tendered for purchased, as applicable, pursuant to the Invitation.

In addition to its role as Dealer Manager in connection with this Invitation, the Dealer Manager is currently expected to act as an underwriter of the Refunding Bonds and other bonds anticipated to be issued by the District as will be described in the Refunding Bonds POS and, as such, it will receive compensation in connection with that transaction as well as for acting as Dealer Manager in connection with this Invitation.

23. Information Agent and Tender Agent

On behalf of the District, the Dealer Manager, has retained Globic Advisors to serve as Information Agent and Tender Agent in connection with this Invitation. The District has agreed to reimburse the Dealer Manager for the Information Agent’s and the Tender Agent’s customary fees for its services and to reimburse the Dealer Manager for Information Agent’s and Tender Agent’s reasonable out-of-pocket costs and expenses relating to this Invitation.

24. Miscellaneous

The Invitation is not being made to, and tenders will not be accepted from or on behalf of, Owners in any jurisdiction in which this Invitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require the Invitation to be made through a licensed or registered broker or dealer, the Invitation is being made on behalf of the District by the Dealer Manager.

No one has been authorized by the District, the Dealer Manager or the Information Agent and Tender Agent to recommend to any Owners whether to tender the Target Bonds for purchase, as applicable, pursuant to this Invitation. No one has been authorized to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation. Any recommendation, information and representations given or made cannot be relied upon as having been authorized by the District, the Dealer Manager or the Information Agent and Tender Agent.

None of the District, the Dealer Manager or the Information Agent and Tender Agent makes any recommendation that any Owner tender or refrain from tendering all or any portion of such Owner’s Target Bonds for purchase, as applicable. Owners must make these decisions and should consult with their broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: _____
[Interim] Superintendent

APPENDIX A
PRICING NOTICE

APPENDIX B

PRELIMINARY OFFICIAL STATEMENT

APPENDIX C

SOLICITATION FEE PAYMENT REQUEST

DEALER MANAGER AGREEMENT

_____, 2023

Board of Education
 Sacramento City Unified School District
 5734 47th Avenue
 Sacramento, California 95824

Ladies and Gentlemen:

This Dealer Manager Agreement (the "Agreement") is entered into by and between the Sacramento City Unified School District (the "District"), and Loop Capital Markets LLC ("Loop"), as Dealer Manager (the "Dealer Manager"). The District plans to commence an Invitation to Tender Bonds, dated _____, 2023 (the "Invitation"), with respect to a portion of the outstanding general obligation bonds described in the table below (the "Target Bonds"):

TARGET BONDS

<u>Series</u>	<u>CUSIP (_____)†</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Outstanding Principal Amount</u>
---------------	---------------------------	--------------------------	--------------------------	---

As described in the Invitation, the District will offer to beneficial owners (the "holders") of the Target Bonds to purchase the Target Bonds for cash (the "Tender Offer"), such purchase for cash to be funded with proceeds of the District's(i) 2023 General Obligation Refunding Bonds,

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. CUSIP numbers have been assigned by an independent company and are included solely for the convenience of the holders of the Target Bonds. None of the City, the Dealer Manager, the Information Agent and Tender Agent or their agents or counsel assume responsibility for the accuracy of such numbers.

Series B (ii) 2023 General Obligation Refunding Bonds, Series C; (iii) 2023 General Obligation Refunding Bonds, Series D and (iv) 2023 General Obligation Refunding Bonds, Series E (collectively, the "2023 Refunding Bonds"), upon the terms and subject to the conditions set forth in the Invitation.

The date upon which the Invitation is commenced by the District is herein referred to as the "Launch Date." This Agreement will confirm the understanding between the District and Loop pursuant to which the District has retained Loop to act as the Dealer Manager, on the terms; and subject to the conditions set forth herein, in connection with the proposed Tender Offer.

On or prior to the Launch Date, the District shall furnish to the Dealer Manager the Preliminary Official Statement of the District dated _____, 2023, and incorporated by reference into the Invitation (the "Preliminary Official Statement") relating to the 2023 Refunding Bonds for use in connection with the Invitation. Any other offering materials and information relating to the Invitation furnished to holders of the Target Bonds (including, any advertisements, press releases or summaries relating to the Invitation and any forms of letters to brokers, securities dealers, commercial banks, trust companies and other nominees relating to the Invitation), that the District may prepare or cause to be prepared or approved, including any amendments or supplements thereto, as of the Launch Date, together with the Preliminary Official Statement and the Invitation, are collectively referred to herein as the "Tender Documents"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Preliminary Official Statement.

The District has caused complete and correct copies of the Tender Documents to be prepared and furnished to the Dealer Manager on or prior to the Launch Date. The Tender Documents have been prepared and approved by the District, and the Dealer Manager is authorized to use the Tender Documents delivered on or prior to the date hereof in connection with the Tender Offer in the manner contemplated by the Tender Documents along with such other offering materials and information that the District may approve for use subsequent to the date hereof in connection with the Tender Offer (together with any and all information and documents incorporated by reference therein, collectively, the "Additional Material").

In connection with the Invitation, and subject to the terms thereof, the District will purchase Target Bonds tendered for purchase with a portion of the proceeds of the 2023 Refunding Bonds. The purchase of any Target Bonds tendered for purchase pursuant to the Tender Offer is contingent upon the issuance of the 2023 Refunding Bonds and the other conditions set forth in the Invitation.

The 2023 Refunding Bonds shall be issued under and secured by a Resolution of the Board of Education of the District (the "Board") adopted on [October 19], 2023 (the "Resolution"), authorizing the issuance of the 2023 Refunding Bonds and the Tender Offer, and pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act").

The date on which Target Bonds tendered for purchase pursuant to the Tender Offer are purchased is referred to herein as the "Settlement Date."

SECTION 1. Engagement. Subject to the terms and conditions set forth herein:

(a) The District hereby retains the Dealer Manager, and subject to the terms and conditions hereof, the Dealer Manager agrees to act, as the exclusive dealer manager to the

District in connection with the Invitation until the Settlement Date or earlier termination of this Agreement pursuant to Section 3 hereof.

(b) The District acknowledges and agrees that the Dealer Manager has been retained solely to provide the services set forth in this Agreement. The District also acknowledges and agrees that the Dealer Manager shall act as an independent contractor, on an arms-length basis under this Agreement with duties solely to the District, and not as a financial advisor (including a municipal advisor as defined in Section 975(c) of the Dodd Frank Wall Street Reform and Consumer Protection Act), and that nothing contained herein or the nature of the Dealer Manager's services hereunder is intended to create or shall be construed as creating an agency or fiduciary relationship between the Dealer Manager (or any of its affiliates) and the District (or its security holders, directors, officers, employees or creditors) or any other person. The District further acknowledges that: (i) Loop shall not be deemed to act as a partner, joint venturer or agent of, or a member of a syndicate with, the District (except that in any jurisdiction in which the Invitation is required to be made by a registered licensed broker or dealer, it shall be deemed made by the Dealer Manager on behalf of the District), and the District shall not be deemed to act as the agent of Loop; and (ii) no securities broker, dealer, bank, trust company or nominee shall be deemed to act as the agent of Loop or as the agent of the District, and Loop shall not be deemed to act as the agent of any securities broker, dealer, bank, trust company or nominee. In connection with the transactions contemplated hereby and the process leading to such transactions, Loop is and has been acting solely as a principal and not the agent or fiduciary of the District or its security holders, directors, officers, employees, creditors or any other person. The District acknowledges and agrees that none of Loop, its affiliates and officers, directors, employees, agents and controlling persons shall have any liability in tort, contract or otherwise to the District for any act or omission on the part of any securities broker, dealer, bank, trust company or nominee or any other person other than Loop.

(c) Accordingly, the District expressly disclaims any agency or fiduciary relationship with Loop hereunder. The District understands that Loop and its affiliates are not providing (nor is the District relying on Loop or its affiliates for) tax, regulatory, legal or accounting advice. The rights and obligations the District may have to Loop or its affiliates under any credit or other agreement are separate from the District's rights and obligations under this Agreement and will not be affected in any way by this Agreement. Loop may, to the extent it deems appropriate, retain the services of any of its affiliates to assist Loop in providing its services hereunder and share with any such affiliates any information made available by or on behalf of the District. In connection with the Invitation, the District has consulted its own municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The District acknowledges that Loop and its affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of Loop's business, Loop or its affiliates: (i) may at any time hold long or short positions, and may trade or otherwise effect transactions, for Loop's own account or the accounts of their customers, in debt securities of the District (including the Target Bonds); and (ii) may at any time be providing or arranging financing and other financial services to companies or entities that may be involved in a competing transaction. In the event that Loop owns any Target Bonds, the District acknowledges that Loop may participate in the tender of such Target Bonds pursuant to the Tender Offer.

(e) The Dealer Manager agrees and covenants for the benefit of the District, in accordance with its customary practice and consistent with industry practice and in accordance with the terms of the Invitation, to perform those services in connection with the

Invitation as are customarily performed by dealer managers in connection with similar transactions of a like nature, including, without limitation, using all reasonable commercial efforts to solicit tenders of Target Bonds in the United States pursuant to the Invitation, communicating generally regarding the Invitation with securities brokers, dealers, banks, trust companies and nominees and other holders of the Target Bonds and participating in meetings with, furnishing information to, and assisting the District in negotiating with holders of the Target Bonds. In soliciting tenders of Target Bonds for purchase, no securities broker or dealer (other than the Dealer Manager), commercial bank or trust company shall be deemed to act as the agent of the Dealer Manager or the agent of the District; and the Dealer Manager shall not be deemed the agent of any other securities broker or dealer or of any commercial bank or trust company. The District shall have sole authority for the acceptance or rejection of any and all tenders of Target Bonds for purchase.

(f) On behalf of the District, the Dealer Manager has selected Globic Advisors to act as an information agent (the "Information Agent") in connection with the Invitation and as such to advise the Dealer Manager as to such matters relating to the Invitation as the Dealer Manager may reasonably request. The District agrees to furnish or cause to be furnished to the Dealer Manager, to the extent the same is available to the District, lists showing the names and addresses of, and principal amount of the Target Bonds held by, the Registered or Beneficial Owners of the Target Bonds as of a recent date, and shall use its best efforts to advise the Dealer Manager from day to day during the period of the Tender Offer as to any changes in identity of the Registered or Beneficial Owners of the Target Bonds. In addition, the District hereby authorizes the Dealer Manager to communicate with the Information Agent with respect to matters relating to the Invitation. The District has instructed or will instruct the Information Agent to advise the Dealer Manager at least daily in writing as to the principal amount of the Target Bonds tendered and not validly withdrawn pursuant to the Invitation prior to the Expiration Date(s) (as defined in the Invitation) set forth in the Invitation and such other matters in connection with the Invitation as the Dealer Manager may reasonably request.

(g) The District, with the assistance of the Information Agent, shall cause to be delivered to the holders of the Target Bonds and to each participant in the Depository Trust Company ("DTC") appearing in the most recent available DTC securities listing as a holder of the Target Bonds, as soon as practicable, by electronic means or by another means of expedited delivery, copies of the Tender Documents. Thereafter, to the extent practicable, until the Expiration Date(s) of the Invitation, the District shall use its reasonable best efforts to cause copies of such materials to be made available to each person who becomes a holder or beneficial owner of the Target Bonds. In addition, the District shall update such information from time to time during the term of this Agreement as reasonably requested by the Dealer Manager and to the extent such information is reasonably available to the District within the time constraints specified.

(h) The District authorizes the Dealer Manager to use the Tender Documents and any Additional Material in connection with the Tender Offer and for such period of time as any materials are required by law to be delivered in connection therewith. The Dealer Manager shall not have any obligation to cause any Tender Documents or Additional Material to be transmitted generally to the holders of the Target Bonds.

(i) The District agrees to cause the Preliminary Official Statement and the other Tender Documents to be filed with the Electronic Municipal Market Access system ("EMMA") maintained by the Municipal Securities Rulemaking Board on or prior to the Launch Date and to cause any Additional Materials to be filed with EMMA when issued and delivered by the District. The District will deliver to the Dealer Manager the final official statement relating to

the 2023 Refunding Bonds (the "Official Statement") and cause the Official Statement to be filed on EMMA.

(j) The District agrees to advise the Dealer Manager promptly of the occurrence of any (i) event which could cause or require the District to withdraw, rescind or modify the Tender Documents or any Additional Material (ii) any proposal by the District or requirement to make, amend or supplement any Tender Documents or Additional Material, (iii) any material developments in connection with the Tender Offer, including, without limitation, the commencement of any lawsuit concerning or related to the Tender Offer, (iv) the issuance by any agency of any comment or order or the taking of any other action concerning the Tender Offer, and (v) any other information relating to the Tender Offer, the Tender Documents or any Additional Material or this Agreement that the Dealer Manager may from time to time reasonably request. In addition, if any event occurs as a result of which it shall be necessary to amend or supplement any Tender Documents or any Additional Material in order to correct any untrue statement of a material fact contained therein or omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall, promptly upon becoming aware of any such event, advise the Dealer Manager of such event and, as promptly as practicable under the circumstances, prepare and furnish copies of such amendments or supplements of any such Tender Documents or any Additional Material to the Dealer Manager, so that the statements in such Tender Documents or Additional Material, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District agrees to file or cause to be filed with EMMA any amendments or supplements of any Tender Documents or any Additional Material.

(k) Except as otherwise required by law or regulation, the District will not use or publish any material in connection with the Invitation, other than: (i) the Tender Documents; (ii) any material related to the offering of the 2023 Refunding Bonds pursuant to the Preliminary Official Statement and the Official Statement or the purchase and sale of such 2023 Refunding Bonds; and (iii) any Additional Material approved in writing by the Dealer Manager (which approval may be in the form of an electronic transmission), or refer to the Dealer Manager in any such material, without the prior written approval of the Dealer Manager (which approval may be in the form of an electronic transmission), which in either instance shall not be unreasonably withheld. The District, upon receiving such written approval, will promptly furnish the Dealer Manager with as many copies of such approved materials as the Dealer Manager may reasonably request. The District will promptly inform the Dealer Manager of any litigation or administrative or similar proceeding of which it becomes aware which is initiated or threatened with respect to the Invitation. The Dealer Manager agrees that it will not make any statements in connection with the Invitation other than the statements that are set forth in, or derived from, the Tender Documents or Additional Material without the prior written consent of the District.

(l) The District agrees to pay promptly, in accordance with the terms of and subject to the satisfaction of the conditions set forth in the Tender Documents, the applicable purchase price for the Target Bonds accepted for purchase by the District to the holders entitled thereto; provided, however, that the purchase of Target Bonds is contingent upon issuance of the 2023 Refunding Bonds and the source of payment therefor is solely from the proceeds of the 2023 Refunding Bonds. The District agrees not to purchase any Target Bonds during the term of this Agreement except pursuant to and in accordance with the Invitation or as otherwise agreed in writing by the parties hereto and permitted under applicable laws and regulations.

(m) The District acknowledges that in providing advice to the District in connection with the Tender Offer as contemplated hereby, the Dealer Manager is relying on the independent registered municipal advisor exemption to the Securities and Exchange Commission's Municipal Advisor Rule. The District is represented by Dale Scott & Company, Inc. as its independent registered municipal advisor and has relied on the advice of Dale Scott & Company, Inc. with respect to the Tender Offer.

SECTION 2. Compensation and Expenses.

(a) The District shall pay to Dealer Manager, as compensation for services as Dealer Manager: (i) a fee of \$2.50 for each \$1,000 principal amount of Target Bonds tendered and purchased pursuant to the Invitation. The Dealer Manager's fee and reasonable out-of-pocket expenses will be paid from the proceeds of the 2023 Refunding Bonds issued by the District to fund the Invitation or other available moneys of the District. Loop, on behalf of the District, has retained Globic Advisor ("Globic") as Information Agent and Tender Agent. The District has agreed to reimburse Loop from proceeds of the 2023 Refunding Bonds issued by the District for Globic's fees and out-of-pocket expenses regardless of the number of bonds actually tendered.

(b) The District shall pay all reasonable expenses incurred in connection with the Invitation, whether or not any Target Bonds are tendered pursuant to the Tender Offer, including, without limitation, all fees and expenses relating to preparation, printing, mailing, and publishing of the Tender Documents and any Additional Materials, [and all amounts payable to securities dealers (including the Dealer Manager), brokers, banks, trust companies, and nominees as reimbursements of their customary mailing and handling expenses incurred in forwarding the Tender Documents and any Additional Materials to their customers, and of any forwarding agent,] all advertising charges and all other expenses of the District in connection with the Invitation and shall reimburse the Dealer Manager for all reasonable out-of-pocket expenses incurred by the Dealer Manager in connection with its services as Dealer Manager under this Agreement. This Section 2(b) shall survive the termination of this Agreement (other than pursuant to Section 3(b)(ii)).

SECTION 3. Termination; Withdrawal.

(a) Subject to Section 7 hereof, this Agreement shall terminate upon the earliest to occur of: (i) the termination, withdrawal or cancellation of the Invitation; (ii) the close of business on the Settlement Date; (iii) the withdrawal by Loop as the Dealer Manager pursuant to Section 3(c) hereof; and (iv) the date that is six months from the date hereof.

(b) Subject to Section 7 hereof, this Agreement may be terminated by the District at any time upon notice to the Dealer Manager, if: (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the District for any reason; or (ii) the Dealer Manager does not, in the reasonable opinion of the District, comply in any material respect with any covenant in Section 1.

(c) Subject to Section 7 hereof, this Agreement shall be subject to termination in the absolute discretion of the Dealer Manager without any liability or penalty to the Dealer Manager or any of its affiliates and their respective officers, directors, employees, agents and controlling persons (each, a "Dealer Manager-Related Person"), at any time upon notice to the District, if: (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the District for any reason other than as provided in Section 3(b)(ii) above, or any stop order, restraining order, injunction or denial of an application for approval has been issued and not thereafter stayed or vacated, or any proceeding, litigation or

investigation has been initiated, with respect to or otherwise affecting the Invitation or any other action or transaction contemplated by the Tender Documents or this Agreement, which the Dealer Manager believes renders it inadvisable for the Dealer Manager to continue to act hereunder, then in any such case the Dealer Manager shall be entitled to withdraw as Dealer Manager without any liability or penalty to it or any other Dealer Manager-Related Person and without loss of any right to reimbursement for its expenses, fees and costs pursuant to Section 2 hereof; (ii) the District shall have breached in any material respect, any representation, warranty or covenant contained herein (including, but not limited to, the conditions set forth in Section 4 hereof); or (iii) the District shall publish, send or otherwise distribute any amendment or supplement to the Tender Documents or any Additional Material to which the Dealer Manager shall reasonably object in writing to the District.

SECTION 4. Representations and Warranties by the District. The District represents and warrants to the Dealer Manager, as of the date hereof, as of each date that any Tender Documents are published, sent, given or otherwise distributed, throughout the continuance of the Invitation, and as of the Settlement Date, that:

(a) The District is a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California.

(b) The District has full legal right, power and authority to execute and deliver this Agreement, to observe and perform the covenants and agreements provided for in this Agreement, and to consummate the Invitation and the transactions to which it is or is to be a party as contemplated hereby and by the Invitation, including but not limited to the issuance of the 2023 Refunding Bonds. The execution, delivery and performance of this Agreement and the consummation by the District of the Invitation and the transactions to which it is or is to be a party as contemplated hereby and by the Invitation, have been duly authorized by all necessary action on the part of the District (including authorizing any provisions for the payment from proceeds of the 2023 Refunding Bonds by the District for Target Bonds tendered for purchase).

(c) This Agreement and the Tender Documents and the District's performance hereunder and under the Resolution have been duly authorized and approved by the District. This Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to the limitations on the exercise of legal remedies against public agencies in the State of California. On the Settlement Date, the Resolution shall be in full force and effect, shall not have been amended, modified or rescinded and shall be valid and binding on the District and enforceable against the District in accordance with its terms. When issued, the 2023 Refunding Bonds shall be valid and binding obligations of the District secured by the pledge and lien upon which they purport to be secured.

(d) The Tender Documents comply and (as amended or supplemented, if amended or supplemented) will comply in all material respects with all applicable requirements of the federal securities laws; and the Tender Documents and the Additional Material are true and correct in all material respects and do not and (as amended or supplemented, if amended or supplemented) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which

they were made, not misleading.

(e) Except as otherwise disclosed in the Tender Documents (exclusive of any amendment or supplement thereto), subsequent to the respective dates of which information is given in the Tender Documents (exclusive of any amendment or supplement thereto):, there is no event, circumstance or development which would have, or would be reasonably expected to have, a material adverse effect on the power or ability of the District to perform its obligations hereunder or with respect to the 2023 Refunding Bonds, to make or consummate the Invitation or to consummate the transactions to which it is or is to be a party as contemplated hereby and by the Tender Documents.

(f) Except as disclosed in the Tender Documents, the District has not incurred any material liability or obligation, indirect, direct or contingent, nor entered into any financially material transaction or agreement other than the issuance of the 2023 Bonds.

(g) The execution and delivery of this Agreement and compliance with the provisions on the District's part contained herein and the making and consummation of the Invitation (including any provisions for the payment by the District from proceeds of the applicable series of 2023 Refunding Bonds for Target Bonds tendered for purchase) and the consummation of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which any of its property or assets are otherwise subject; (ii) result in any violation of the laws of the State of California, including but not limited to, the Act, as amended; or (iii) contravene any federal, state or local law, rule or regulation applicable to the District, or any order applicable to the District of any court or of any other governmental agency or instrumentality having jurisdiction over it or any of its property.

(h) Except as disclosed in the Tender Documents, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (either of the State of California or the United States Government) is pending or, to the best of the District's knowledge, after due investigation, threatened, in any way restraining or enjoining, or threatening or seeking to restrain or enjoin the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents or: (i) in any way contesting, questioning or affecting the validity or enforceability of any provision of this Agreement, the 2023 Refunding Bonds, the Resolution or the pledge and lien of property tax revenues securing the 2023 Refunding Bonds; (ii) in any way contesting, questioning or affecting the accuracy, completeness or fairness of the Tender Documents; (iii) in any way contesting, questioning or affecting the legal existence of the District, the title of its officers and the Board to their respective offices, or its ability to perform its obligations hereunder, with respect to the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents; (iv) in any way contesting, questioning or affecting the ability of the District to consummate, or substantially comply with, the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents; or (v) which, if adversely determined, could have a material adverse effect on the financial condition of the District or on the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement, the 2023 Refunding Bonds, the Resolution or the Tender Documents. The District shall advise the Dealer Manager promptly of the institution of any proceedings known to it by any governmental agency prohibiting or

otherwise affecting the use of the Tender Documents in connection with the transactions contemplated hereby and by the Invitation.

(i) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required to be obtained by the District for: (i) the due authorization of, or which would constitute a condition precedent to or the absence of which would materially adversely affect the making and consummation of, the Invitation (including any provisions for the payment by the District for Target Bonds tendered for purchase); (ii) the execution, delivery and performance of this Agreement by the District; or (iii) the consummation of the transactions contemplated hereby by the District have been duly obtained, except for such approvals, consents and orders as are not required until, and will be obtained prior to the Settlement Date, or as may be required under the blue sky or securities laws of any state in connection with the offering and sale of the 2023 Refunding Bonds.

(j) Subject to the successful sale and closing of the 2023 Refunding Bonds, the District has or will have available funds, is authorized to apply, and will apply, or cause to be applied, such funds to pay the full purchase price of the Target Bonds tendered for purchase that the District becomes committed to purchase pursuant to the Invitation, and all related fees and expenses, and will have available for delivery, and is authorized to issue and deliver the 2023 Refunding Bonds, and the 2023 Refunding Bonds when issued, authenticated and delivered to fund the purchase of the Target Bonds will be valid and legally enforceable obligations of the District in accordance with their terms, all as provided in and subject to all of the terms and provisions of the Resolution and the Tender Documents.

(k) The representations and warranties of the District with respect to the 2023 Refunding Bonds set forth in any purchase contract executed by the District with the underwriter of 2023 Refunding Bonds to be sold in a public offering thereof (the "Purchase Contract") are hereby incorporated into this Agreement and made to the Dealer Manager with respect to the 2023 Refunding Bonds.

(l) The District is not in material breach of, or in default under: (i) any applicable constitutional provision, law or administrative regulation of the State of California or the United States of America or any agency or instrumentality of either or any applicable judgment or decree; or (ii) any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the District is subject, or by which it or any of its properties is bound or affected, and no event has occurred and is continuing which, with the passage of time or giving of notice, or both, would constitute a default or event of default under any such instrument.

(m) Prior to the Settlement Date the District will not take any action within or under its control that will cause any material adverse change in the District's ability to perform its obligations under or consummate the transactions contemplated by this Agreement and the Tender Documents.

(n) The District has deemed the Preliminary Official Statement final as of its date, except for the omission of certain information as permitted by Rule 15c-12 promulgated by the Securities and Exchange Commission.

(o) The District has made or caused to be made appropriate arrangements with DTC to allow for the book-entry movement of tendered Target Bonds between depository participants and DTC.

(p) The representations and warranties set forth in this Section 4 shall remain operative and in full force and effect regardless of any termination, expiration or cancellation of this Agreement.

SECTION 5. Conditions and Obligations. The obligation of the Dealer Manager to act as a Dealer Manager hereunder shall at all times be subject, in its discretion, to the conditions that:

(a) All representations and warranties of the District contained herein or in any certificate or writing delivered hereunder at all times during the Invitation and at all times at or prior to the Settlement Date, shall be true and correct.

(b) The District at all times during the Invitation and at all times at or prior to the Settlement Date shall have performed all of its obligations hereunder required as of such time to have been performed by it.

(c) As of the Launch Date, and as of the Settlement Date, the Dealer Manager shall have received the opinions of Nixon Peabody LLP, counsel to the Dealer Manager, and Dannis Woliver Kelley, Disclosure Counsel to the District, to the effect that (i) the Invitation, and the actions of the District in connection with the Invitation as specifically set forth in the Tender Documents, are exempt from the provisions of Section 14(d) of the Securities Exchange Act of 1934 ("Exchange Act"), Regulation 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder, and (ii) negative assurance as to the Tender Documents.

(d) The District shall furnish to the Dealer Manager the following opinions of Dannis Woliver Kelley, Bond Counsel to the District: (i) an opinion dated the Launch Date substantially in the form attached hereto as Exhibit A-1, (ii) an opinion dated the Settlement Date, substantially in the form attached hereto as Exhibit A-2, and (iii) with respect to the 2023 Refunding Bonds delivered by the District, (a) the approving opinion, dated the Settlement Date and addressed to the District (with a reliance letter to Loop), of Bond and Disclosure Counsel, in substantially the form included as Appendix A to the Preliminary Official Statement; and (b) the legal opinions, certificates, instruments and other documents delivered under the Purchase Contract to the underwriters for the publicly offered 2023 Refunding Bonds.

(e) At the Settlement Date, there shall have been delivered to the Dealer Manager, on behalf of the District, a certificate of the Assistant Superintendent, Business Services of the District or by his authorized designee, dated the Settlement Date, and stating that the representations and warranties set forth in Section 4 hereof are true and accurate as if made on the Settlement Date.

(f) The District shall have advised the Dealer Manager promptly of: (i) the occurrence of any event (other than one expressly contemplated by the terms of the Invitation), which could cause the District to withdraw, rescind or terminate the Invitation or would permit the District to exercise any right not to purchase Target Bonds tendered under the Invitation; (ii) the occurrence of any event, or the discovery of any fact, the occurrence or existence of which the District believes would make it necessary or advisable to make any change in the Tender Documents or any Additional Materials being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect; (iii) any proposal by the District or requirement to make, amend or supplement any Tender Document or any Additional Material pursuant to any applicable law, rule or regulation; (iv) its awareness of the issuance by any regulatory

authority of any comment or order or the taking of any other action concerning the Invitation (and, if in writing, will have furnished the Dealer Manager with a copy thereof); (v) its awareness of any material developments in connection with the Invitation or the financing thereof, including, without limitation, the commencement of any lawsuit relating to the Invitation; and (vi) any other information relating to the Invitation, the Tender Documents, any Additional Material or this Agreement which the Dealer Manager may from time to time reasonably request.

SECTION 6. Indemnification and Contribution. (a) To the extent permitted by law, the District agrees to indemnify and hold harmless the Dealer Manager, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Exchange Act) the Dealer Manager, and their directors, officers, agents and employees (each, an "Indemnified Person"), from and against any and all losses, claims, damages, liabilities and expenses (each, a "Loss" and, collectively, the "Losses") (or actions in respect thereof), joint or several, to which the Dealer Manager may become subject, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement or any other Tender Documents or Additional Material, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the District shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made: (i) in written information the Dealer Manager furnished to the District expressly for use in the Preliminary Official Statement or the Official Statement (or any supplement or amendment thereto) or under any Tender Document or Additional Material (the "Dealer Manager Information"), it being understood that the Dealer Manager Information shall include only the name and the contact information of the Dealer Manager in the Preliminary Official Statement, the Official Statement and the Invitation and the information contained under "UNDERWRITING" in the Preliminary Official Statement and the Official Statement or information contained in Section [_____] of the Invitation; or (ii) relating to DTC or DTC's book-entry system, the yields on the 2023 Refunding Bonds stated on the inside front cover of the Official Statement and CUSIP numbers.

(b) Promptly after the receipt by an Indemnified Person under subparagraph (a) above of notice of the commencement of any claim, litigation, investigation (including any governmental or regulatory investigation) or proceedings relating to the Tender Documents, this Agreement or the Tender Offer (the "Proceedings"), such Indemnified Person will, if a claim in respect thereof is to be made hereunder against the District under such subparagraph in respect thereof, notify the District in writing of the commencement thereof; provided that: (i) the failure to so notify the District will not relieve the District from any liability which it may have hereunder except to the extent it has been materially prejudiced (through forfeiture of substantive rights or defenses) by such failure; and (ii) the failure to so notify the District will not relieve the District from any liability which it may have to an Indemnified Person otherwise than on account of this indemnity agreement. In case any such Proceedings are brought against any Indemnified Person and it notifies the District of the commencement thereof, the District shall be entitled to participate therein and to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person (who shall not, except with the consent of the Indemnified Person, be counsel to the District), and, after notice from the District to such Indemnified Person of its election so to assume the defense thereof, the District shall not be liable to such Indemnified Person under such subparagraph for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnified Person, in connection with the defense thereof

other than reasonable costs of investigation. The Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Person, unless: (I) the employment of such counsel has been specifically authorized by the District in writing prior to the employment of such counsel; or (II) the named parties to any such action (including any impleaded parties) included both the Indemnified Person and the District, and the Indemnified Person shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the District and that joint representation may be inappropriate under professional standards, in which case the District shall not have the right to assume the defense of such action on behalf of the Indemnified Person. The District shall not, without the written consent of the Indemnified Person, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Person is an actual or potential party to such action or claim) unless such settlement, compromise or judgment:

- (1) includes an unconditional release of the Indemnified Person from all liability arising out of such action or claim; and
- (2) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnified Person.

(c) If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the District shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense: (i) in such proportion as is appropriate to reflect the relative benefits received by the District, on the one hand, and by the Dealer Manager, on the other hand, from the Tender Offer and the transactions contemplated thereby; or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law or if the Indemnified Person failed to give the notice required under subparagraph (b) above, then the District shall contribute to such amount paid or payable by such Indemnified Person, in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing clause (i), but also the relative fault of the District, on the one hand, and of the Dealer Manager, on the other hand, in connection with the statements, actions, or omissions which resulted in such loss, claim, damage, liability or expense, as well as any other relevant equitable considerations. The relative benefits received by the District, on the one hand, and by the Dealer Manager, on the other hand, shall be deemed to be in the same proportion as: (I) the sum of the aggregate principal amount of the Target Bonds validly tendered for purchase and not withdrawn bears to (II) the aggregate fee paid to the Dealer Manager pursuant to Section 2(a) of this Agreement. The relative fault of the District, on the one hand, and of the Dealer Manager, on the other hand, in the case of an untrue or alleged untrue statement of a material fact or an omission or alleged omission to state a material fact, shall be determined by reference to, among other things, whether such statement or omission relates to information supplied by the District or by the Dealer Manager and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The District and the Dealer Manager agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this paragraph. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages, liabilities or expenses referred to in this paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection

with investigating or defending any such action or claim.

(d) The indemnity, reimbursement and contribution obligations of the District under this Section 6 shall be in addition to any liability which the District may otherwise have to an Indemnified Person.

SECTION 7. Survival. This Section 7 and Sections 2, 6, 8 and 10 hereof, and the representations and warranties of the District set forth in Section 4 hereof shall survive any failure by the District to commence, or termination, expiration or cancellation of this Agreement, any completion of the engagement provided for by this Agreement or any investigation made on behalf of the District, the Dealer Manager or any Dealer Manager-Related Person and shall survive the termination of the Invitation.

SECTION 8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to choice of law doctrine.

SECTION 9. Notices. Except as otherwise expressly provided in this Agreement, whenever notice or other communication is required by the provisions of this Agreement to be given, such notice or other communication shall be in writing addressed as follows and effective when received:

If to the District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824
Attention: Assistant Superintendent, Business Services

If to the Dealer Manager:

Loop Capital Markets LLC
580 California Street, 16th Floor
San Francisco, California 94101
Attention: Robert Larkins, Managing Director

SECTION 10. Advertisements. The District agrees that the Dealer Manager shall have the right to place advertisements in financial and other newspapers and journals at their own expense describing their services to the District hereunder, subject to the District's prior approval, which approval shall not be unreasonably withheld or delayed.

SECTION 11. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This Agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this Agreement.

(b) This Agreement is solely for the benefit of the District, the Dealer Manager and the Dealer Manager-Related Persons, and their respective successors, heirs and assigns, and no other person shall acquire or have any rights under or by virtue of this

Agreement.

(c) The Dealer Manager may share any information or matters relating to the District, the Invitation and the transactions contemplated hereby with their respective affiliates and such affiliates may likewise share information relating to the District with the Dealer Manager.

(d) If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants, and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The District and the Dealer Manager shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

(e) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to the Dealer Manager the enclosed duplicate originals hereof, whereupon this letter shall become a binding agreement between us.

Very truly yours,

LOOP CAPITAL MARKETS LLC

By: _____
Authorized Officer

Accepted and agreed to as
of the date first written above:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Jesse Castillo
Assistant Superintendent, Business Services

[Signature Page to Dealer Manager Agreement]

EXHIBIT A-1

OPINION OF BOND COUNSEL

[TO COME FROM BOND COUNSEL]

EXHIBIT A-2

OPINION OF BOND COUNSEL

[TO COME FROM BOND COUNSEL]

EXHIBIT B

INVITATION TO TENDER BONDS



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

Meeting Date: November 2, 2023

Subject: Superintendent Search Firm Presentation and Approval

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

Division: Board of Education

Recommendation: Receive information from respondent search firms and possible approval of firm to assist with Superintendent search process.

Background/Rationale: The Board of Education is seeking the services of a qualified firm with expertise in all phases of the Superintendent search process. Accordingly, a Request for Statement of Qualifications (RFQ) for a search consultant was issued with a submittal deadline of August 8, 2023. The scope of services shall include the Board's desire for community engagement and transparency in the Superintendent search process. Once a firm is selected a consultant contract will come back to the Board for approval.

Financial Considerations: To be determined.

LCAP Goal(s): N/A

Documents Attached:
Proposals received by firms

Estimated Time of Presentation: 10 minutes

Submitted by: Chinua Rhodes, Board President

Approved by: Lisa Allen, Interim Superintendent

A Proposal Prepared for

Sacramento City Unified School District

Sacramento, California

for

*The Search and Selection of a
Superintendent of Schools*

submitted in collaboration with



by

MCPHERSON *MJ* JACOBSON, LLC
EXECUTIVE RECRUITMENT & DEVELOPMENT



Phone: 888-375-4814
Email: mail@macnjake.com
Website: www.macnjake.com



MCPHERSON & JACOBSON, L.L.C.

Executive Recruitment & Development
in collaboration with the California School Boards Association



888-375-4814 ♦ Email: mail@macnjake.com ♦ Website: www.macnjake.com

PART I – COVER LETTER

August 7, 2023

Board of Trustees
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Thank you for the opportunity to respond to your RFP. The enclosed proposal describes the professional services the California School Board Association representative, McPherson & Jacobson, L.L.C. intends to provide Sacramento City Unified School District in ensuring your superintendent search secures quality leadership for the district.

McPherson & Jacobson will work with the board to design a search that meets the unique needs of your school district. Our firm's five-phase protocol allows the board to concentrate on the most important segments: the interview and selection of the successful candidate. Our team of consultants, working in conjunction with the board and diverse stakeholder groups you identify, will implement a systematic, comprehensive process culminating in the hiring of the most qualified candidate for your district.

At the core of our firm's work is the belief that every student is entitled to high quality education and that this is dependent upon quality leadership. We understand that students have diverse needs, thus, we focus on the intentional recruitment of a diverse candidate pool that includes ethnic and cultural identity as well as experience in culturally proficient practices that have proven successful in addressing educational equity gaps. This unique approach is made possible through the diverse and extensive network of our consultants who have various levels of expertise in the school system from superintendents, to school board members, to educational equity experts. We believe this has contributed to our successful placement of qualified candidates around the state and nation who have met extensive equity focused criteria and continue to make an impact in the districts they serve.

McPherson & Jacobson has been conducting searches for boards of education since 1991. Our California consultants will ensure your search results in quality leadership for your district.

Our contact information:

California School Boards Association
Attn: Nicole Delos Reyes
3251 Beacon Blvd.
West Sacramento, CA 95691
888-375-4814
Email: mail@macnjake.com

McPherson & Jacobson, L.L.C.
11725 Arbor St., Suite 220
Omaha, Nebraska 68144
Telephone: 402-991-7031/888-375-4814
Fax: 402-991-7168
Email: mail@macnjake.com

We welcome the opportunity to meet with your board to present our proposal and discuss our proven search process.

Sincerely,

Dr. Norm Ridder, by A. Coleman
Dr. Norm Ridder
Owner, McPherson & Jacobson L.L.C.

PART II – TABLE OF CONTENTS

PART III – BACKGROUND AND EXPERIENCE	3
<i>Executive Summary</i>	3
<i>About McPherson & Jacobson</i>	4
<i>The McPherson & Jacobson Difference</i>	4
<i>Qualifications and Background of McPherson & Jacobson, L.L.C.</i>	4
<i>McPherson & Jacobson, L.L.C. Non-Discrimination Policy</i>	5
<i>Applicant Diversity</i>	6
<i>Selected References</i>	6
<i>Consultants for Search</i>	8
<i>Educational Background</i>	16
PART IV – STATEMENT OF WORK/ACTION PLAN	21
<i>Five Phases of a Superintendent Search</i>	21
<i>Phase I—Initiating the Search Process</i>	22
<i>Phase II—Stakeholder Input, Advertising the Position, Recruiting Applicants</i>	22
<i>Phase III—Applicant Screening</i>	24
<i>Phase IV—Reviewing Candidates with the Board, Interviews</i>	25
<i>Phase V—Transition with Success</i>	27
<i>Timeline</i>	28
<i>Responsibilities of Sacramento City Unified School District and McPherson & Jacobson, L.L.C.</i>	29
<i>Stakeholder Involvement</i>	32
PART V – RFP PRICE FORM	34
<i>Cost Proposal Sacramento City Unified School District</i>	35
<i>Price Breakdown for Search Activities</i>	36
<i>Additional Services Available</i>	36
<i>McPherson & Jacobson Guarantees</i>	37
<i>Client Satisfaction</i>	37
<i>Price Match</i>	37
<i>Recruiting the Selected Candidate</i>	37
PART VI – NON-COLLUSION DECLARATION	38
PART VII – ADDENDA FORM	39
<i>Additional Information</i>	40

California Consultants 40
California Searches Conducted by McPherson & Jacobson, L.L.C...... 41
Transparency—The McPherson & Jacobson Difference..... 46
What Board Members Say About the Service of McPherson & Jacobson, L.L.C...... 48

This proposal is the property of McPherson & Jacobson L.L.C. and has been prepared at the request of the Sacramento City Unified School District, Sacramento, California. The contents of this proposal are not to be reproduced or distributed for any reason other than for use by the Sacramento City Unified School District, Sacramento, California.

08/23

PART III – BACKGROUND AND EXPERIENCE

Our contact information:

McPherson & Jacobson, L.L.C.
11725 Arbor St., Suite 220
Omaha, Nebraska 68144
Telephone: 402-991-7031/888-375-4814
Fax: 402-991-7168
Email: mail@macnjake.com

Executive Summary

McPherson & Jacobson L.L.C. provides a comprehensive search process. Below are some of the highlights of our process:

- Our process is comprehensive and provides critical support for the most time-consuming aspects of recruiting and screening the candidates, so the board can focus on interviewing and selection.
- Transparency is a hallmark of our protocol. Stakeholder participation emphasizes the transparency of our process.
- We take the entire board through a consensus decision-making process to identify the top criteria for the selection of the new superintendent.
- We meet with groups to ensure broad-based stakeholder input in the selection process. In addition, we provide an online survey to reach out to anyone who could not attend a stakeholder meeting. The consultants will present a comprehensive written report to the board, which includes all of the comments recorded during the input sessions.
- McPherson & Jacobson's consultants actively recruit candidates that meet the selection criteria. If desired, we will recruit non-traditional candidates.
- Applicant confidentiality is important to attract top candidates. Names remain confidential until the board selects their finalists.
- We continue to work with your school district until a superintendent is hired and in place.
- Phase V provides a continued commitment to work with your board and new superintendent for one year. We help you collaboratively establish annual performance objectives for the new superintendent's first year. Evidence from previous searches shows this phase to be very positive as it fosters a good transition.
- We are so confident of our ability to identify the district's criteria, recruit and screen applicants against those criteria, and assist during the transition period, that we guarantee our service. If your superintendent leaves for whatever reason during the guarantee period, we will repeat the process for no charge except for actual expenses.

About McPherson & Jacobson

The McPherson & Jacobson Difference

“It’s About the Kids”

- WE BELIEVE every student is entitled to a high-quality education. We strongly believe quality education is dependent upon quality leadership.
- OUR MISSION is to ensure your search results in quality leadership for education excellence.

McPherson & Jacobson has developed a protocol that provides for high involvement of stakeholders, while keeping the board in complete control of the process.

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process.

Qualifications and Background of McPherson & Jacobson, L.L.C.

California School Board Association Search Service

The **California School Board Association** has selected McPherson & Jacobson, L.L.C. to represent them in conducting superintendent searches in California. McPherson & Jacobson is a leading national search firm that has California-based consultants. Our California consultants understand California and its unique requirements and laws.

Leading National Search Firm

McPherson & Jacobson, L.L.C. has been conducting national searches for governing boards since 1991. The firm has placed **over 1,000 superintendents** and other officials in public and non-profit organizations across the United States. **McPherson & Jacobson is one of the leading national superintendent search firms.**

Nationwide Network of Experienced Consultants

McPherson & Jacobson has **over 130 consultants** across the nation. Over one-fourth of McPherson & Jacobson consultants are minorities or female. Our diverse group of consultants has extensive backgrounds in education and public service including

current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

Sustainability in Leadership

Waters and Marzano review of 3.4 million students' achievement scores found that Superintendents' tenure is positively correlated with student achievement.

Organizations using the McPherson & Jacobson protocol have enjoyed sustainability of leadership. Over the last five years, **over eighty-five percent** of administrators are in the position for which they were hired. **Almost sixty percent** of administrators are still in the position for which they were hired within the past ten years. **Over forty percent** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

McPherson & Jacobson, L.L.C. Non-Discrimination Policy

McPherson & Jacobson, L.L.C. is dedicated to serving school districts by supporting all candidates regardless of cultural and ethnic diversity

As an organization, we are committed to equitable practices that will ensure the equal access for all candidates. This commitment means that success will not be predicted nor predetermined by race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion.

Every decision McPherson & Jacobson, L.L.C. makes will be committed to the following foundational beliefs:

1. Consultants share the moral imperative and collective ownership to identify and eliminate disparities to ensure all candidates have an equal opportunity regardless of their race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion;
2. Eliminate barriers in recruitment, hiring, retention, and internal processes;
3. Utilize culturally relevant practices that do not discriminate based upon language, marital status, gender, sexual orientation, gender identity, cognitive/physical ability, or religion;
4. Promote catalytic leadership for educational and community partners;
5. Support the continuing development of all personnel with a focus on their mindset, beliefs, knowledge, and skills, including an understanding of implicit bias and racial identity;
6. Incorporate the voices, cultures, and perspectives of diverse students, families, and communities into decision making to create a sense of belonging for all;
7. Support and comply with State and District policies.

Applicant Diversity

While McPherson & Jacobson does not represent candidates, we keep a data bank of quality candidates. Once a board identifies the characteristics it desires in its new superintendent, the consultants from McPherson & Jacobson, L.L.C. will identify and aggressively recruit, on a national level, candidates who match the board's identified criteria.

McPherson & Jacobson has **over 130 consultants** across the nation. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

We use our consultant network to track the careers of successful administrators. We also work closely with universities, colleges, and professional organizations that represent and promote minority and female applicants.

For the past five years, approximately **one-third** of our applicants have been female and almost **one-fourth** of our applicants have been ethnically diverse.

In the past ten years, **one-third** of the boards we have represented have placed women or ethnically diverse candidates.

Selected References

Elk Grove Unified School District

9510 Elk Grove-Florin Rd.

Elk Grove CA 95624

School Phone: 916-686-5085

School District Contact: Arlene Hein

Board Contact: Priscilla Cox 916-689-3518 916-204-3518

Search Year: 2014/15

Enrollment: 62,000

San Bernardino City Unified School District

777 North F St.

San Bernardino CA 92410

School Phone: 909-381-1100

School District Contact: Katrin Balintag 909-381-1240

Board Contact: Dr. Scott Wyatt 909-202-9518

Search Year: 2022/23

Enrollment: 48,755

Stockton Unified School District

56 South Lincoln Street
Stockton CA 95203
School Phone: 209-933-7000
School District Contact: Christina Alejo 209-933-7070, Ext. 6407
Board Contact: AngelAnn Flores 209-645-9644
Search Year: 2022/23
Enrollment: 33,000

Hacienda La Puente Unified School District

15959 E. Gale Ave.
City of Industry CA 91745
School Phone: 626-933-1000
School District Contact: Nancy Ruiz
Board Contact: Anthony Duarte 626-664-5472
Search Year: 2019/20
Enrollment: 22,000

Hayward Unified School District

24411 Amador Street
Hayward CA 94544
School Phone: 510-784-2600
School District Contact: Jenna Rodrigues 510 784-2688
Board Contact: Dr. April Oquenda
Search Year: 2021/22
Enrollment: 19,000

Consultants for Search

Mr. William Huyett – Lead Consultant



Mr. William Huyett joined McPherson & Jacobson in 2013 and was on the Board of Directors. He is a retired educator who served as a teacher and administrator for 38 years in Northern California. He received a BS in Mechanical Engineering and Masters in Teaching from the University of Virginia. In 1974 Bill started his career as a math and physics teacher at Elk Grove High School. As a site administrator in Elk Grove Unified, he was a vice principal for four years and a principal for ten years at Rutter Middle School, Elk Grove High School and Florin High School.

Bill continued his career as an assistant superintendent for secondary schools in Elk Grove and then served as a superintendent for 16 years in Dixon, Lodi, and Berkeley Unified School Districts.

Superintendent searches Mr. Huyett has participated in as lead or associate consultant:

Newcastle Elementary School District
Sausalito Marin City School District
Sonora Union High School District
Albany Unified School District
San Carlos School District
New Haven Unified School District
Parlier Unified School District
Alisal Union School District
New Haven Unified School District
Newark Unified School District
Nevada Joint Union High School District
Berkeley Unified School District--
Executive Director for Special Education
Elk Grove Unified School District
Glendale Unified School District
Parlier Unified School District
Vallejo City Unified School District

Washington Unified School District
San Mateo-Foster City School District
Old Adobe Union School District
Red Bluff Joint Union High School
District
Paso Robles Joint Unified School District
Central Unified School District
Davis Joint Unified School District
Hayward Unified School District
Mount Shasta Union School District
Siskiyou Union High School District
Winters Joint Unified School District
Natomas Unified School District
Newcastle Elementary School District
Rancho Santa Fe School District
Riverbank Unified School District
Stockton Unified School District

Dr. Steve Lowder



Dr. Steven Lowder joined McPherson & Jacobson in 2014. He became a Regional Director in 2022.

He has spent more than 30 years as a public school administrator including serving as a Superintendent in Idaho, Oregon, and California. In 2014 he retired as the Superintendent of Stockton Unified School District in Stockton, California.

Dr. Lowder has a Bachelors, and Master's degree from Humboldt State University, in Arcata, California. He earned his Doctorate in 1992 at the University of Southern California in Los Angeles, California.

Dr. Lowder has led or assisted in numerous superintendent searches including: Reynolds School District, Fairview, Oregon; Springfield Public Schools, Oregon; Bend-La Pine Schools, Oregon; North Bend School District, Oregon; North Wasco County School District, The Dalles, Oregon; North River School District, Cosmopolis, Washington; Kalama Schools, Washington; Valdez City Schools, Alaska; Camas School District, Washington; Kenai Peninsula Borough School District, Soldotna, Alaska; Vancouver Public Schools, Washington; Winston-Dillard School District, Oregon; Greater Albany Public Schools, Oregon; Issaquah School District 411, Washington; Kent School District, Washington; Oregon City School District, Oregon; Compass Charter Schools, California; Copper River School District, Alaska; Hillsboro School District 1J, Oregon; Kenaitze Indian Tribe - Education Director, Kenai, Alaska; Portland Public Schools -Deputy Supt. of Business and Operations, Oregon; Portland Public Schools – Chief Financial Officer, Oregon; San Bernardino City Unified School District, California; South Monterey County Joint Union High School District, California; Wenatchee School District, Washington.

Ms. Aida Buelna



Ms. Aida Buelna-Valenzuela joined McPherson & Jacobson in 2015. She spent thirty-six years in public education as a teacher, site and district level administrator. She served her last eight years as a superintendent in the Esparto Unified School District in California.

Ms. Buelna-Valenzuela is an Emeritus Member of the Association of California School Administrators where she served as the Chair for Small School District Superintendents and an Emeritus Member of the California Association of Latino School Administrators.

Ms. Buelna-Valenzuela has a Baccalaureate Degree from California State University, Fresno, a Master's Degree from California State University Sacramento.

William Huyett
Email: b_huyett@macnjake.com
Phone: 209-334-3375

Educational Background

Administrative Credential	California State University	
M.A.T.	University of Virginia	Math Education
B.S.	University of Virginia	Mechanical Engineering

Professional Experience

Dates	Title	District	Location	Enrollment
2013 to Present	Consultant	McPherson & Jacobson, L.L.C.	Omaha, NE	
2008 to 2012	Superintendent	Berkeley Unified School District	Berkeley, CA	9,000
2000 to 2008	Superintendent	Lodi Unified School District	Lodi, CA	30,000
1996 to 2000	Superintendent	Dixon Unified School District	Dixon, CA	4,000
1992 to 1996	Assistant Superintendent for Secondary Education	Elk Grove Unified School District	Elk Grove, CA	60,000
1998 to 1992	H.S. Principal	Elk Grove Unified School District	Elk Grove, CA	1,800
1984 to 1988	H.S. Principal	Elk Grove Unified School District	Elk Grove, CA	1,800
1982 to 1984	M.S. Principal	Elk Grove Unified School District	Elk Grove, CA	1,800
1978 to 1982	H.S. Vice Principal/Admin. Assistant	Elk Grove Unified School District	Elk Grove, CA	1,800
1974 to 1978	Mathematics & Physics Teacher	Elk Grove Unified School District	Elk Grove, CA	1,800

Professional Organization Memberships

Name of Organization	Offices Held
California High School Task Force	Chair of the Curriculum Committee
Northern California Superintendents Association	Secretary/Treasurer
WASC Advisory Committee	Committee Chair
ACSA Superintendent Academy Faculty	

Dr. Steven Lowder
Vancouver, WA 98685
Email: s_lowder@macnjake.com
Phone: 951-719-6551

Educational Background

Ed.D.	1992	University of S. California	Educational Policy, Planning, and Admin.
M.A.	1985	Humboldt State University	Educational Supervision Emphasis
B.A.	1975	Humboldt State University	Liberal Studies: Math/Science Emphasis

Professional Experience

Dates		Title	District	Location	Enrollment
2014	to Present	Consultant	McPherson & Jacobson, L.L.C.	Omaha, NE	
2012	to 2014	Superintendent	Stockton Unified School District	Stockton, CA	39,000
2010	to 2012	Superintendent	Hemet Unified School District	Hemet, CA	22,000
2005	to 2010	Superintendent	Lincoln Unified School District	Stockton, CA	8,000
2000	to 2005	Superintendent	Tigard-Tualatin School District 23J	Tigard, OR	12,000
1998	to 2000	Assistant Superintendent	Meridian Joint School District #2	Meridian, ID	30,000
1995	to 1998	Superintendent	McCall-Donnelly Joint School District #421	McCall, ID	1,000
1995	to 1998	Superintendent	Meadows Valley School District #11	Meadows Valley, ID	200
1985	to 1995	Superintendent	Rio Dell Elem. School District	Rio Dell, CA	200
1980	to 1985	Superintendent/ Principal	Cuddeback Union Elem. School District	Carlotta, CA	100
1978	to 1980	Chief District Admin./Teacher	Millville School District	Millville, CA	200
1977	to 1978	Vice-Principal/ Teacher	Millville School District	Millville, CA	200

Aida Buelna-Valenzuela

Woodland, CA 95695

Email: a_buelna-valenzeula@macnjake.com

Phone: 530-666-4117

Educational Background

Prof. Admin. Services Credential	1991	California State University	
M.A.	1989	California State University	Teacher Ed.
Bilingual/Bicultural Specialist Credential	1983	California State University	
Ryan Multiple Subject Credential	1979	California State University	
B.A.	1978	California State University	Liberal Studies

Professional Experience

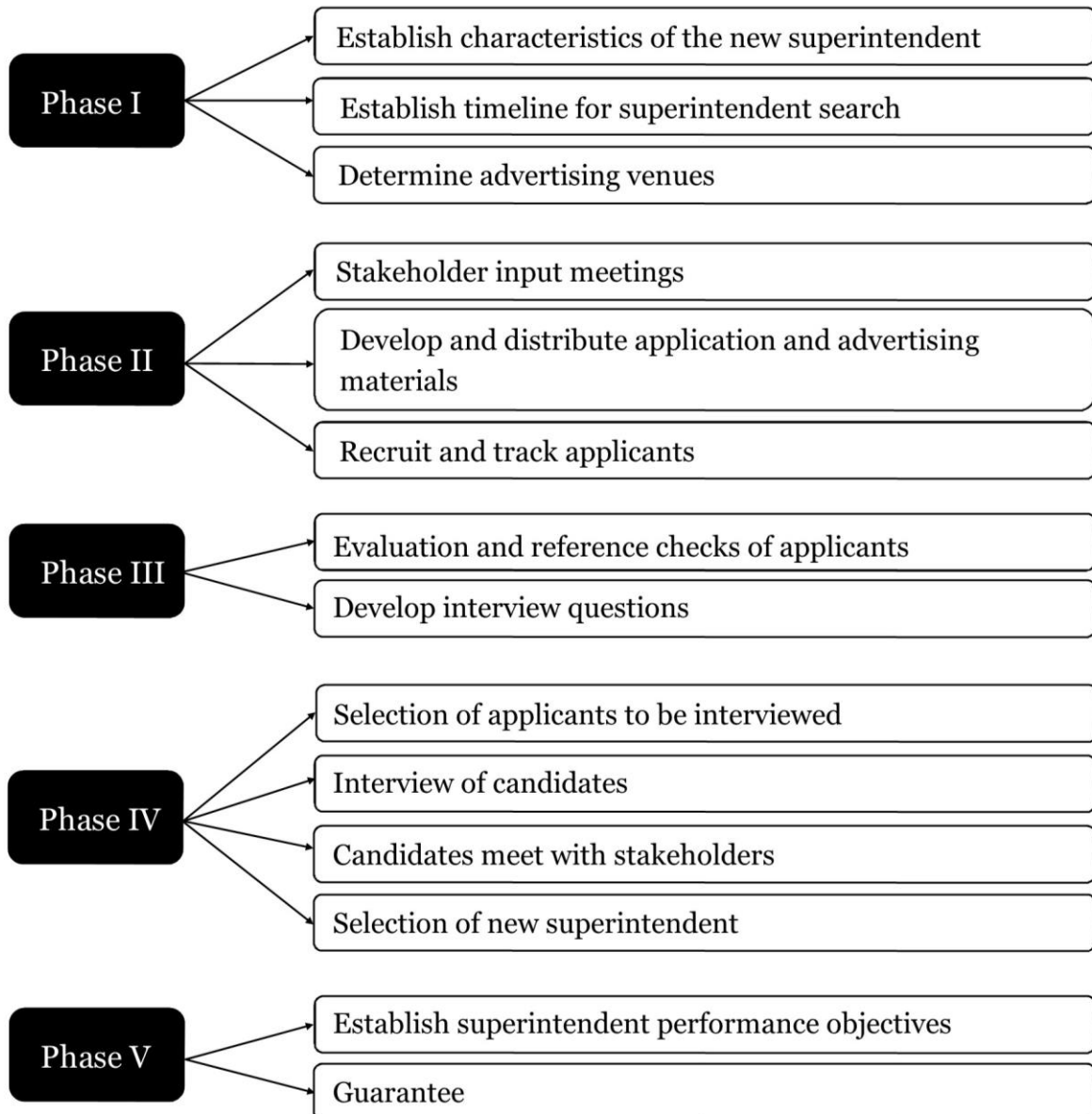
Dates	Title	District	Location
2015 to Present	Consultant	McPherson & Jacobson, L.L.C.	Omaha, NE
2007 to 2015	Superintendent	Esparto Unified School District	Esparto, CA
2005 to 2007	Administrator, Child Development	Sacramento City Unified School District	Sacramento, CA
1995 to 2005	Director of School Improvement	Woodland Joint Unified School District	Woodland, CA
1997 to 1998	Visiting Educator	California State Department of Education	CA
1993 to 1995	Elementary Principal	Rio Lunda School District	Rio Lunda, CA
1989 to 1993	Vice Principal	Woodland Joint Unified School District	Woodland, C A
1987 to 1989	District Bilingual Coordinator		
1983 to 1987	Bilingual Elementary Teacher	Woodland Joint Unified School District	Woodland, CA
1980 to 1983	Bilingual Elementary Teacher	Washington Unified School District	Sacramento, CA
1979 to 1980	High School Bilingual Math Teacher	Delano Union High School District	Delano, CA

Professional Recognition/Awards

Date	Name of Award	Awarding Organization, Committee, etc.	State
2013	Superintendent of the Year	Region III ACSA	CA
2013	Pilar Andrade Service Award	Yolo County Concilo	CA
2012	Administrator of the Year	FFA	
2012	Round Table Administrator	Texas A & M	TX

PART IV – STATEMENT OF WORK/ACTION PLAN

Five Phases of a Superintendent Search



Phase I—Initiating the Search Process

- ✓ **Using a group process with the board, identify the most important characteristics of the future superintendent.**

The consultants will assist the board in identifying the most important characteristics the board would like the new superintendent to possess. These characteristics will be used as a template for recruiting and selecting candidates.

- ✓ **Establish appropriate timelines and target dates for the selection process.**

The consultants will prepare a proposed calendar for the search process. Dates for advertising the announcement of vacancy, closing date, dates for interviewing, a target date for selecting the new superintendent, and a date for the new superintendent to begin will be determined.

- ✓ **Determine, with the board, appropriate advertising venues.**

The consultants will assist the board in determining the scope of the search. Appropriate media venues (professional journals, trade papers, newspapers, and websites) and associated costs will be presented for consideration.

- ✓ **Identify appropriate stakeholder groups.**

The board will identify the various stakeholder groups that they want McPherson & Jacobson's consultants to meet with to solicit input into the process.

- ✓ **Assist the board in determining compensation parameters.**

In order to recruit and select top candidates, compensation packages need to be competitive. Our consultants will present data indicating what districts in the same geographic region and similar size are paying superintendents. Whenever possible, they will also present compensation information for districts that recently hired a superintendent. This information is provided for the board's consideration of compensation parameters.

Final compensation decisions will be determined by the board and the selected candidate.

- ✓ **Identify the point of contact for the district**

The board will identify an appropriate staff person to work with the consultants to coordinate the logistics of the search. This includes tasks such as assisting with information for the promotional brochure and coordinating details for stakeholder input and other meetings within the district.

Phase II—Stakeholder Input, Advertising the Position, Recruiting Applicants

- ✓ **Work with the district to schedule the stakeholder input meetings.**

The consultants will work with the district's point of contact to determine the stakeholder input schedule and coordinate notifying the stakeholders about the meetings.

✓ **Meet with groups identified by the board to provide stakeholder input into the selection process.**

The consultants will meet with the stakeholder groups identified by the board and solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the issues facing the new superintendent, and the characteristics they would like to see the new superintendent possess.

The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include.

For any unable to attend a stakeholder meeting, we provide an online version of the questions we ask the groups. At the request of the district, the survey can be available in multiple languages.

K12 *Insight* will analyze the input received during the in-person sessions and from the online input survey.

The results of the stakeholder meetings, online stakeholder input, and the K12 *Insight* analysis will be summarized into a report and presented to the board.

✓ **Develop promotional literature and brochures announcing the vacancy (*optional—there is an additional fee for a full-color brochure*).**

In order to attract quality applicants, it is important to promote your school system and community. With on-site assistance from the district, the consultants will assist in preparing an announcement of vacancy that highlights the strengths of your school system and community. Our graphic artist will prepare a professional color brochure that highlights the school district and community, including the board's selection criteria, the board members, and the application procedures and timelines.

✓ **Prepare and place announcement of vacancy.**

McPherson & Jacobson's staff will prepare and place the announcement of vacancy. It will be sent to the state school board and administrator associations, as well as media venues selected by the board. Additionally, McPherson & Jacobson maintains an interactive website (www.macnjake.com) that allows applicants to access all the application materials and apply online. The website averages over 225,000 hits per month.

✓ **Develop an application unique to your vacancy that reflects the selection criteria determined by the board.**

McPherson & Jacobson's staff will create an application form requiring applicants to describe their strengths and experiences relating to each criterion identified by the board. This will be one of the preliminary screening devices used by the consultants when assessing potential candidates.

✓ **Post application information and notify interested applicants.**

McPherson & Jacobson's staff contacts potential applicants and manages all the application materials using our online application software. Our office staff handles this task without assistance from your district.

✓ **Actively recruit applicants who meet the district's needs.**

While McPherson & Jacobson does not represent candidates, we actively maintain a data bank of quality candidates. Once the board has chosen its selection criteria, we will send the information to all of our consultants across the United States, asking them to nominate candidates who would be a good match. We will encourage those candidates to apply. Some of the best candidates may not be actively seeking another position and will need to be recruited.

McPherson & Jacobson stays current with trends in educational leadership by being an active participant and presenter at national and state education conferences. We participate in Job Central at the American Association of School Administrators conference, the National School Boards Association annual conference, and others such as the AASA Women's Leadership Conference.

✓ **Confidentiality of Applicants**

McPherson & Jacobson proposes an open process for the search. We believe the public business should be done in public with transparency. We also understand the need for applicants' confidentiality. Our process keeps the names of all applicants confidential until they are named a finalist for the position, at which time the names of the finalists are made public.

If the board believes that the names of the finalists should be kept confidential until they make their selection, we can do that. This is your search and we will adapt our process to fit your unique needs.

✓ **Keep all applicants informed of their status in the selection process.**

During the application process, McPherson & Jacobson's staff monitors applicants and notifies them of what is still needed to complete the process.

✓ **Communicate with all Board Members in a timely manner**

The consultants will communicate with all board members keeping them informed of the status of the search throughout the process.

Phase III—Applicant Screening

✓ **Evaluate each applicant against the selection criteria.**

The consultants will read and evaluate all of the completed files submitted by applicants. They will read the application form and all of the additional material in each file and begin reviewing against the selection criteria.

✓ **Conduct reference checks.**

We understand that applicants do not submit references who will not speak highly of them. We begin with the references given and ask them a list of questions relevant to the

selection criteria. After asking those questions, we ask each reference to give us the names of other people who can speak of the applicant's qualifications. We then call those individuals and ask them the same set of questions, including asking them to give us the names of other people who can speak of the applicant's qualifications. We go a minimum of three people removed from the primary references. What we are looking for is consistency of answers that will verify the applicant's strengths and weaknesses.

In addition to contacting references, the consultants conduct an extensive Internet search of the applicants.

✓ **Pre-Interview and Video of Shortlist Applicants.**

The consultants will pre-interview applicants to be submitted on the shortlist. We will have these applicants submit a video which the consultants can share with the board.

✓ **Assist the board in developing a set of interview questions that reflect the identified selection criteria and characteristics.**

The consultants will present an extensive list of potential interview questions that reflect the selection criteria and characteristics desired by the board. The board members choose interview questions that reflect their criteria and priorities.

If the board chooses to conduct two rounds of interviews, the consultants will assist in developing interview questions for both rounds of interviews.

Phase IV—Reviewing Candidates with the Board, Interviews

✓ **Review candidates with the board and assist board members in determining which candidates they will interview.**

The consultants will present a complete list of applicants, who completed the application process, to the board for its review. We do not eliminate any applicants; however, a short list will be submitted of those applicants who we found most closely met the district's criteria. The consultants will present a reference profile demonstrating the consistent feedback for each short list applicant.

Upon reviewing the recommendations, the consultants will assist the board members in identifying which applicants they wish to consider as candidates for interviews.

✓ **Conduct background checks.**

Included in the expenses are a criminal/financial/degree verification background checks for the candidates selected to be interviewed.

✓ **Assist the board in determining interview procedures.**

After the board selects their final candidates to interview, the names of these candidates will be made public upon confirming the interviews (if the board chooses to release the names). During the interview process, the stakeholder groups will have an opportunity to meet the individual candidates.

If the board chooses to conduct semi-finalist interviews, the candidates will only meet with the board. The names of the semi-finalist candidates will remain confidential (in

states where an executive session is allowed), and stakeholders will not meet the semi-finalists. The finalist interviews will be conducted as described in the paragraph above.

✓ **Coordinate interview and visitation procedures.**

If the board chooses, McPherson & Jacobson will schedule semi-finalist interviews. Semi-finalist interviews are typically conducted with the board only. After the semi-finalist interviews, the board will select their finalists.

If the board chooses to involve stakeholder groups in the interview process, the consultants will assist in establishing the finalist interview schedule that includes district staff, students, and community groups. A typical interview day will include a tour of the district and community, meeting with stakeholder groups, and a formal interview with the board.

✓ **Assist the groups identified by the board in planning for meeting each candidate and providing feedback to the board.**

If the board chooses to involve stakeholder groups in the interview process, representatives will be selected from the stakeholder groups identified by the board. The purpose of these groups is two-fold: 1) to promote the school district and community to the candidate; and 2) to form an impression of each candidate, which they will share with the board. The board will identify chairpersons for each stakeholder group. The consultants will meet with the chairpersons to discuss their roles and responsibilities. The consultants will also provide the chairpersons with a form to record the group's consensus impressions of each candidate's strengths and any concerns or questions the group may have. Each form will be sealed in an envelope and turned in to the district contact person.

✓ **Coordinate visitation procedures for the candidate's spouse/significant other.**

We encourage boards to invite spouse/significant others to attend the interview day. The consultants will coordinate, with the point of contact, a portion of the interview day for the spouse/significant other to have an expanded visitation of the community. Tours typically include available housing, medical facilities, churches, recreational opportunities, and areas of interest unique to your community.

✓ **Assist the board in making final arrangements for each candidate's visit.**

It is common practice for the district to pay interview expenses for the candidates and their spouse/significant others. To ensure that expenses stay within established guidelines, the consultants will assist the point of contact in making lodging and travel arrangements for each candidate.

✓ **Contact all finalists and schedule their interview dates.**

The consultants will contact the final candidates, notifying them they are finalists for the position and scheduling their interview dates. The consultants will be the contact for answering any questions and coordinating the candidates' visits to the district.

✓ **Notify all applicants not selected for an interview.**

Once the board has selected its final candidates, all other applicants will receive, on behalf of the board, a personalized notification thanking them for taking the time to complete the application materials and notifying them that they are not a finalist.

✓ **Personally contact each finalist who was not offered the position.**

Once a contract has been offered by the board and accepted, the consultants will call each of the other final candidates and thank them on behalf of the board for interviewing for the position. *These candidates are not notified until an offer has been accepted.* If by chance you lose your top candidate, we want to keep viable candidates available.

Phase V—Transition with Success

✓ **Establish performance objectives for new superintendent.**

Working with the board and new superintendent, the consultant will assist in establishing two or three performance objectives the board wants the superintendent to focus on during the first year. These objectives are beyond the day-to-day school district operations.

Once the performance objectives have been identified, board members will be asked what they will accept as evidence of progress towards the accomplishment of the identified objectives.

The superintendent will take the information generated from this session and develop an action plan for achieving the performance objectives.

✓ **Provide a guarantee.**

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, *FOR WHATEVER REASON*, within the guarantee period, we will repeat the process at no charge except actual expenses.

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

Timeline

The timeline for the search process is established when we meet with the board, so we can address the unique needs of the district. However, the time from our first meeting with the board until the finalist is selected is typically a minimum of two to three months.

Proposed timeline: *(can be adjusted to meet the needs of the board and district)*

- At the beginning of the search (**mid-August 2023**)
 - The qualities for the new superintendent are identified
 - A formal timeline is established
 - Advertising decisions are made
 - Application information is posted
 - A brochure is created to advertise the district and the vacancy

- At the time designated by the board (**September 2023**)
 - Stakeholder group meetings are held
 - A summary of stakeholder input is presented to the board

- As applications arrive in our office
 - Applications are monitored and applicants are notified of the deadlines to submit their materials

- After the closing date (**late October 2023**)
 - All the completed applicant files are forwarded to the consultants
 - The consultants begin the review and pre-interview process

- Approximately two to four weeks after the closing date (**mid-November**)
 - Consultants provide information to the board on all applicants who completed the process
 - Consultants present summary profiles and video interviews of qualified candidates to the board
 - The board selects the candidates it wants to interview
 - Criminal/financial/degree verification background checks are conducted on the candidates selected to be interviewed
 - McPherson & Jacobson notifies each applicant not selected for an interview

- Soon after the board selects their candidates (**early December 2023**)
 - Semi-finalist interviews are conducted (if chosen by the board)
 - The board interviews its final candidates
 - The board selects their new superintendent
 - McPherson & Jacobson's consultants contact each candidate who was interviewed to notify them of their status
 - Superintendent start date (**January 1, 2024, but may be later**)

*Responsibilities of Sacramento City Unified School District
and McPherson & Jacobson, L.L.C.*

Event	McPherson & Jacobson's Tasks	School District's Tasks
1 st board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> ○ Characteristics for the new superintendent ○ The search calendar ○ Compensation parameters ○ Identify the appropriate constituent groups for stakeholder input ○ Advertising venues <input type="checkbox"/> The consultant works with the Point of Contact to compile: <ul style="list-style-type: none"> ○ Information to create the brochure announcing the vacancy (optional) ○ The list of names to be invited to the community input meetings 	<ul style="list-style-type: none"> <input type="checkbox"/> Provides consultant with the necessary information to create the brochure (optional); the name of the Point of Contact; and the Board Contact List <input type="checkbox"/> Reviews and approves the brochure
After 1 st meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Application link is posted online <input type="checkbox"/> Brochure announcing the vacancy is created (add-on item) <input type="checkbox"/> Advertising is started <input type="checkbox"/> Vacancy announcements are sent out <input type="checkbox"/> E-mails are sent to applicants registered with McPherson & Jacobson notifying them about the opening <input type="checkbox"/> E-mails are sent to consultants regarding the opening, requesting they invite candidates to apply for the position <input type="checkbox"/> Opening is posted on social media and additional venues 	<ul style="list-style-type: none"> <input type="checkbox"/> Edit the brochure (if district chooses to have a brochure created)
During application period	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants recruit candidates that fit the position <input type="checkbox"/> Monitors applicants and where they are in the application process <input type="checkbox"/> Notifies applicants of the closing date for submitting their materials <input type="checkbox"/> Lead consultant keeps the board up to date on the search 	<ul style="list-style-type: none"> <input type="checkbox"/> Posts a link to the McPherson & Jacobson website <input type="checkbox"/> Posts the brochure (announcement of vacancy) on their website (if chosen) <input type="checkbox"/> Advertises the opening on the district's social media platforms

Event	McPherson & Jacobson's Tasks	School District's Tasks
Stakeholder meetings are scheduled	<ul style="list-style-type: none"> <input type="checkbox"/> Home Office sends out invitations to the community stakeholder meeting(s) after receiving the information from the consultant and the district 	<ul style="list-style-type: none"> <input type="checkbox"/> Assists in organizing stakeholder focus groups and meeting schedule <input type="checkbox"/> Names and addresses are sent to Home Office for community meeting invitations <input type="checkbox"/> Posts meeting dates, times, and locations as open public forum <input type="checkbox"/> Assists in translating stakeholder input survey into the additional language(s) requested by the school district
Stakeholder meetings	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants facilitate the stakeholder meetings, recording the input <input type="checkbox"/> An online stakeholder input survey is created, the link is posted on the McPherson & Jacobson website and also provided to the district to post 	<ul style="list-style-type: none"> <input type="checkbox"/> Link to online stakeholder input form(s) is (are) posted on the school district website
Stakeholder meetings completed	<ul style="list-style-type: none"> <input type="checkbox"/> Consultant summarizes key themes and gives the results to the district <input type="checkbox"/> Copy of summary is sent to Home Office <input type="checkbox"/> The stakeholder input summary report is created 	<ul style="list-style-type: none"> <input type="checkbox"/> "Stakeholder Input Report" is posted on the school district website
2 nd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Review stakeholder input summary report and provide copies to the district <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> o Interview questions o Length of contract, moving and interview expenses o Spouse/significant other's involvement in interview process o District Interview Schedule o Candidate Daily Interview Schedule <input type="checkbox"/> Interview questions are sent to Home Office to be formatted 	
Prior to 3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Applicant packets are reviewed by the consultants and reference checks are performed <input type="checkbox"/> Contact candidates on short list and verify their interest in the position <input type="checkbox"/> Meet with stakeholder group chairs to review schedule, procedures, and screen questions 	

Event	McPherson & Jacobson's Tasks	School District's Tasks
3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant facilitates the board's <ul style="list-style-type: none"> <input type="checkbox"/> Review of the list of all applicants <input type="checkbox"/> Overview of candidates on short list <input type="checkbox"/> Selection of finalists <input type="checkbox"/> Finalizing of interview dates & schedule <input type="checkbox"/> Review of interview questions & procedures <input type="checkbox"/> Finalizing candidate & spouse/significant other arrangements <input type="checkbox"/> Contact finalists and schedule interview dates, review schedule, discuss compensation and contractual issues <input type="checkbox"/> Work with Point of Contact to coordinate interviews (transportation, lodging, interview locations, etc.) <input type="checkbox"/> Send Candidate Daily Interview Schedule to each finalist <input type="checkbox"/> Conduct criminal/financial/educational degree verification checks on finalists selected to be interviewed <input type="checkbox"/> Notify the applicants who were not selected to be interviewed 	<ul style="list-style-type: none"> <input type="checkbox"/> Assist with lodging arrangements and welcome gifts <input type="checkbox"/> Arrange for spouse/significant other tour
Interviews	<ul style="list-style-type: none"> <input type="checkbox"/> Call Point of Contact after 1st interview to learn how it went <input type="checkbox"/> Call 1st candidate to learn their perspective and how the interview went <input type="checkbox"/> Suggest any possible improvements <input type="checkbox"/> Be available for questions <input type="checkbox"/> Be present at interviews if request is made by school district (additional fee for this service) 	<ul style="list-style-type: none"> <input type="checkbox"/> One candidate per day <input type="checkbox"/> Board member greets each candidate upon arrival to district <input type="checkbox"/> Informal interview-social setting <input type="checkbox"/> Formal interview <input type="checkbox"/> Spouse/significant other's visitation is coordinated
Finalist selected and accepted	<ul style="list-style-type: none"> <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Verify acceptance <input type="checkbox"/> Call other finalists <input type="checkbox"/> Sends out letter of congratulations to candidate who was chosen 	<ul style="list-style-type: none"> <input type="checkbox"/> Board meets and discusses each candidate individually <input type="checkbox"/> Read input forms submitted by stakeholder input groups <input type="checkbox"/> Have each board member rank order candidates <input type="checkbox"/> Select minimum of #1 and #2 candidate <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Send interview forms and files to the Home Office <input type="checkbox"/> Board evaluates our services
Phase V	<ul style="list-style-type: none"> <input type="checkbox"/> Facilitate board and superintendent's identification of 2-3 performance objectives and evidence of progress the board will accept <input type="checkbox"/> Consultant reviews superintendent's plan 	<ul style="list-style-type: none"> <input type="checkbox"/> Superintendent creates plan with target objectives and timelines <input type="checkbox"/> Plan is sent to consultant to be reviewed <input type="checkbox"/> Board adopts plan

Stakeholder Involvement

Obtaining stakeholder input is an integral part of McPherson & Jacobson's search process. Since 1991, McPherson & Jacobson has conducted over 1,000 superintendent searches for school districts ranging from 10 to over 300,000 students. For each search, we have coordinated stakeholder input sessions. Besides meeting with stakeholder groups designated by the board, an online input survey is also available for those who cannot attend the meetings. After the meetings have been completed, the board will receive a written report with the findings of the meetings and online input.

Initial stakeholder input sessions

The consultants will meet with groups identified by the board to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board. The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include. An online survey option will be provided to stakeholders who are unable to attend the scheduled meetings.

Meeting the candidates

A representative group of eight to twelve people will be selected to represent each of the groups identified by the board. The consultants will meet with a chairperson for each group to discuss their roles and responsibilities. The purposes of these groups are two-fold: one, to promote the school district and community to the candidate; and two, to form an impression of each candidate, which they will share with the board. The consultants will coach each group on how to conduct the meeting with each candidate and what questions they can or cannot ask. The consultants will also provide the chairpersons with a form in which, using group consensus, they will record their impressions of each candidate. The forms will be sealed in an envelope after meeting with each candidate and turned in to the district contact person. Upon completing the interview process with all candidates, the board will receive and open the forms from each group.

Process for Obtaining Staff Input

The consultants will meet with central office administrators, building administrators, teachers, classified staff, and students, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the teachers and classified staff in the afternoon, right after school dismissal to give the maximum opportunity for the staff to participate. Central office and building administrator meetings are scheduled at multiple locations to maximize the opportunities for their input. Student input sessions are not scheduled during class time, they are normally held during lunch breaks.

Process for Obtaining Parent and Community Input

The consultants will meet with parents and community stakeholders, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the parents and community stakeholders in the evenings at multiple locations to allow as many stakeholders as possible to give their input.

McPherson & Jacobson will also allow stakeholders to submit their input online.

Process for Including Ethnically Diverse Communities

McPherson & Jacobson will work with the district to determine the best practices to obtain input from ethnically diverse communities in the district. If in-person meetings are required, McPherson & Jacobson will work with the district to obtain the necessary translators.

Process for Obtaining Online Stakeholder Input

McPherson & Jacobson will create an online input survey to allow stakeholders to submit their input. At the request of the district, surveys for multiple languages can be developed and posted.

PART V – RFP PRICE FORM

REQUEST FOR PROPOSAL PRICE FORM

Sacramento City Unified School District
5735 47TH Avenue
Sacramento, CA 95824

RE: Request for Proposal – Superintendent Search

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of McPherson + Jacobson, LLC, having carefully examined the Notice to Proposers, the Instructions, and the Specifications for the proposed Superintendent Search, proposes to perform the contract, including all of its component parts, and to furnish all services, and taxes called for by them for the entire order, as follows:

Amount of proposal (fee) \$39,500
Not to Exceed Amount \$56,010

SUBMITTED BY:

McPherson + Jacobson, LLC
COMPANY

11725 Arbor Street, Ste. 220 Omaha, Nebraska 68144
ADDRESS CITY/STATE/ZIP


SIGNATURE

Dr. Norm Ridder
PLEASE TYPE OR PRINT NAME

Owner / CEO
TITLE

July 26, 2023
DATE

(402) 991-7031 / 888-375-4814
PHONE

Cost Proposal Sacramento City Unified School District

The fee for conducting the superintendent search is \$39,500 for Phases I-V.

Estimated Expenses \$16,510

- **Advertising**
 - Four (4) weeks of print advertising in EdCal (40-word ad)
 - Sixty (60) days of advertising on EdJoin
 - Six (6) weeks of advertising on ALAS (Association of Latino Administrators & Superintendents)
 - Thirty (30) days of advertising on NABSE (National Alliance of Black School Educators)
 - One (1) posting on CALSA (California Association of Latino Superintendents & Administrators)
 - *Expenses may increase if additional advertising or alternative advertising venues are chosen.*

- **Stakeholder Meetings**
 - Four (4) consecutive days of in-person stakeholder meetings
 - Online stakeholder input surveys
 - Final report delivered to the board by email and one hard copy per board member, if requested
 - *If the district requests additional stakeholder input days, there will be an additional fee (negotiated between the district and the consultants) and additional expenses.*
 - *Depending on the languages selected for the surveys, there may be an additional fee charged for translating the results of the survey.*

- **Candidate Reviews/Information**
 - Video interviews of candidates (five (5) video interviews are included in the not to exceed amount)
 - Criminal/financial/credential verification background check for candidates chosen by the board for interviews (four (4) background checks are included in the not to exceed amount)
 - Assist in scheduling an on-site visitation to the finalist's home district (at the district's request).

- **Consultant Travel**
 - Travel expenses for consultants for scheduled trips to the school district (initial meeting with the board, stakeholder meetings, meeting to discuss the stakeholder input, meeting to present candidates to the board).
 - *Consultant travel expenses can be reduced if the district requests online meetings.*

- **Office Expenses**

The total not to exceed amount including expenses is \$56,010.

Interview expenses for the candidates are not included in this amount.

Price Breakdown for Search Activities

Phase	Description of Services	Fee	Expenses
I	Meet with board to start search process. Start development of application materials. Initiate advertising.	\$9,250	\$3,965
II	Conduct stakeholder input meetings. Begin candidate recruitment.	\$9,500	\$9,665
III	Continue candidate recruitment. Conduct reference checks on applicants.	\$9,500	\$ 300
IV	Meet with the board to review applicants and identify finalists to be interviewed. Assist board with interview questions and schedule. Coordinate candidate visits to the district.	\$9,250	\$1,615
V	Meet with the board to determine the superintendent performance objectives.	\$2,000	\$ 965
Totals		\$39,500	\$16,510
	Total (including consultant travel for scheduled trips to the district)	\$56,010	

Additional Services Available

- **K12 Insight Stakeholder Input (included in price)**

K12 *Insight* will analyze the input received during the in-person sessions and from their online input survey. The results of the stakeholder meetings, online stakeholder input, and the K12 *Insight* analysis will be summarized into a report and presented to the board.

- **Creating a Brochure for the Vacancy**

If the board requests, McPherson & Jacobson will prepare a full-color two or four-page brochure to advertise the vacancy. The fees are \$250 for a two-page brochure and \$500 for a four-page brochure. The information for the brochure needs to be provided to the firm no later than three weeks prior to the closing date for applications.

- **Personality/Strengths Assessments Option**

If the board requests, personality strength tests can be completed for the candidates. Birkman International Signature Reports can be obtained for the candidates the district chooses to interview. The estimated fee for this service is \$700 per candidate.

- **Assistance in Hiring the Selected Candidate**

The fee will be based on an hourly negotiated rate.

- Assist the board in revising and updating the superintendent's job description.
- Assist the board in developing an effective contract.
- Provide assistance in negotiating the contract with the finalist.

McPherson & Jacobson Guarantees

Client Satisfaction

McPherson & Jacobson is committed to working with the school district until a superintendent is identified and hired. If a second round of candidate selection is necessary, the only cost to the district would be the additional expenses; there is not an additional fee.

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, for whatever reason, within the guarantee period, we will repeat the process at no charge except actual expenses. *The guarantee is valid only if the board is comprised of a majority of the members who hired the superintendent (exceptions would be considered in situations of a placement's personal or family reasons for leaving).*

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

Price Match

McPherson & Jacobson, L.L.C. will match the search fee for a comparable level of services provided by the competitive bid.

Recruiting the Selected Candidate

McPherson & Jacobson consultants do not actively recruit administrators that have been placed in our searches. We would not have the retention rates for our placements if we recruited the administrators from our searches. Over the last five years, **over eighty-five percent** of administrators are in the position for which they were hired. **Almost sixty percent** of administrators are still in the position for which they were hired within the past ten years. **Forty percent** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

PART VI – NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

State of ~~California~~ ^{Nebraska})
)
County of Douglas) ss.

I, Dr. Norm Ridder, being duly sworn, declare that I am Owner / CEO of McPherson & Jacobson LLC, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his/her/their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 26th day of July, 2023 at Omaha ~~California~~ ^{Nebraska}

Dr. Norm Ridder, by AC
Signature

Dr. Norm Ridder, by Amy Coleman

PART VII – ADDENDA FORM

ADDENDA

The undersigned acknowledges receipt of the following addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your proposal.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Proposer McPherson + Jacobson LLC



Additional Information

California Consultants

Mrs. Nicole Anderson, Educational Consultant, Vallejo
Mr. James Bates, Retired Superintendent, Bakersfield
Dr. Michele Bowers, Retired Superintendent, Lancaster
Ms. Aida Buelna, Retired Superintendent, Woodland
Dr. Adam Clark, Superintendent, Mt. Diablo USD, Concord
Dr. Sonny Da Marto, Retired Superintendent, Folsom
Dr. Penelope DeLeon, Former Superintendent, Fontana
Dr. Reyes Gauna, Retired Superintendent, Lodi
Dr. Shelley Jones-Holt, Educational Consultant, Sacramento
Dr. Michele Huntoon, Superintendent, Aromas-San Juan School District
Mr. William Huyett, Retired Superintendent, Lodi
Mr. Benjamin “Ben” Johnson II, Former Board Member, Riverside
Dr. Steven Lowder, Retired Superintendent, Stockton
Dr. Michael McCoy, Retired Superintendent, Bakersfield
Dr. Daniel Moirao, Retired Superintendent, Danville
Mr. Daniel Moore, Superintendent, Linden
Ms. Suzanne Morey, Retired Administrator, Laguna Beach
Dr. Stanley Munro, Administrator, Fresno USD, Clovis
Mr. Dennis Murray, Retired Superintendent, Folsom
Dr. Marilyn Shepherd, Retired Superintendent, Friant
Mr. Daniel Zeisler, Retired Superintendent, Chicago Park ESD, Grass Valley

*California Searches Conducted by
McPherson & Jacobson, L.L.C.*

Albany Unified School District, Berkeley
Search Year: 2018/19, Enrollment: 3,714

Alisal Union School District, Salinas
Search Year: 2015/16, Enrollment: 9,000
Search Year: 2019/20, Enrollment: 9,000

Alpine Union School District, Alpine
Search Year: 2015/16, Enrollment: 1,700

Anderson Union High School District, Anderson
Search Year: 2018/19, Enrollment: 1,800

**Association of California School Administrators (ACSA)—Sr. Director of Diversity,
Equity and Inclusion, Sacramento**
Search Year: 2022/23

Benicia Unified School District, Benicia
Search Year: 2014/15, Enrollment: 5,000

Berkeley Unified School District—Executive Director for Special Education, Berkeley
Search Year: 2017/18, Enrollment: 10,000

Calexico Unified School District, Calexico
Search Year: 2017/18, Enrollment: 8,966

Central Unified School District, Fresno
Search Year: 2021/22, Enrollment: 15,000

Central Union High School District, El Centro
Search Year: 2021/22, Enrollment: 4,116

Cold Spring School District, Santa Barbara
Search Year: 2016/17, Enrollment: 175

Conejo Valley Unified School District, Thousand Oaks
Search Year: 2014/15, Enrollment: 19,500

Davis Joint Unified School District, Davis
Search Year: 2021/22, Enrollment: 8,300

**Davis Joint Unified School District—Associate Superintendent for Instructional
Services, Davis**
Search Year: 2022/23, Enrollment: 8,300

**Del Norte Unified School District—Executive Director of Special Education,
Crescent City**
Search Year: 2022/23, Enrollment: 3,600

Denair Unified School District, Denair
Search Year: 2017/18, Enrollment: 1,500

El Monte Union High School District, El Monte
Search Year: 2014/15, Enrollment: 9,500

Elk Grove Unified School District, Elk Grove
Search Year: 2014/15, Enrollment: 62,000

Evergreen Elementary School District, Elk Grove
Search Year: 2021/22, Enrollment: 9,260

Fallbrook Union High School District, Fallbrook
Search Year: 2013/14, Enrollment: 2,600
Search Year: 2018/19, Enrollment: 2,200

Fort Sage Unified School District, Herlong
Search Year: 2016/17, Enrollment: 180

Glendale Unified School District, Glendale
Search Year: 2014/15, Enrollment: 26,200

Golden Valley Unified School District, Madera
Search Year: 2017/18, Enrollment: 1,950

Gonzales Unified School District, Madera
Search Year: 2021/22, Enrollment: 2,000

Grass Valley School District, Grass Valley
Search Year: 2019/20, Enrollment: 1,500

Gustine Unified School District, Gustine
Search Year: 2014/15, Enrollment: 1,830

Hacienda La Puente Unified School District, City of Industry
Search Year: 2019/20, Enrollment: 22,000

Hayward Unified School District, Hayward
Search Year: 2021/22, Enrollment: 19,000

Hemet Unified School District, Hemet,
Search Year: 2015/16, Enrollment: 21,000

Johnstonville Elementary School District, Susanville
Search Year: 2015/16, Enrollment: 205

Lakeside Union School District, Bakersfield
Search Year: 2014/15, Enrollment: 1,310

Linden Unified School District, Linden
Search Year: 2020/21, Enrollment: 2,300

Mark Twain Union Elementary School District, Angels Camp
Search Year: 2022/23, Enrollment: 736

Merced City School District, Merced

Search Year: 2022/23, Enrollment: 11,000

Mount Shasta Union School District, Mt. Shasta

Search Year: 2021/22, Enrollment: 534

Nevada Joint Union High School District, Grass Valley

Search Year: 2017/18, Enrollment: 2,600

New Haven Unified School District, Union City

Search Year: 2016/17, Enrollment: 12,148

Search Year: 2018/19, Enrollment: 12,000

Newark Unified School District, Newark

Search Year: 2019/20, Enrollment: 5,700

Newcastle Elementary School District, Newcastle

Search Year: 2014/15, Enrollment: 796

Search Year: 2022/23, Enrollment: 398

Oakley Union Elementary School District, Oakely

Search Year: 2020/21, Enrollment: 4,900

Old Adobe Union School District, Petaluma

Search Year: 2013/14, Enrollment: 1,700

Search Year: 2019/20, Enrollment: 1,950

Oxnard Union High School District, Oxnard

Search Year: 2015/16, Enrollment: 16,500

Search Year: 2019/20, Enrollment: 16,800

Pacifica School District, Pacifica

Search Year: 2022/23, Enrollment: 3,000

Parlier Unified School District, Parlier

Search Year: 2017/18, Enrollment: 3,435

Search Year: 2019/20, Enrollment: 3,500

Paso Robles Joint Unified School District, Paso Robles

Search Year: 2013/14, Enrollment: 6,500

Penn Valley Union Elementary School District, Penn Valley

Search Year: 2014/15, Enrollment: 700

Piner-Olivet Union School District, Santa Rosa

Search Year: 2019/20, Enrollment: 1,300

Pollock Pines Elementary School District, Pollock Pines

Search Year: 2015/16, Enrollment: 800

Rancho Santa Fe School District, Rancho Santa Fe

Search Year: 2022/23, Enrollment: 581

Red Bluff Joint Union High School District, Red Bluff

Search Year: 2013/14, Enrollment: 1,622

Richland School District, Shafter

Search Year: 2015/16, Enrollment: 3,504

Riverbank Unified School District, Riverbank

Search Year: 2022/23, Enrollment: 2,400

Roseville Joint Union High School District, Roseville

Search Year: 2017/18, Enrollment: 10,300

San Bernadino City School District, San Bernadino

Search Year: 2022/23, Enrollment: 48,700

San Carlos School District, San Carlos

Search Year: 2020/21, Enrollment: 2,900

San Mateo-Foster City School District, Foster City

Search Year: 2020/21, Enrollment: 11,000

Santa Barbara Unified School District, Santa Barbara

Search Year: 2019/20, Enrollment: 15,000

Santa Barbara Unified School District—Chief Technology Officer, Santa Barbara

Search Year: 2021/22, Enrollment: 15,000

Santa Paula Unifued School District, Santa Paula

Search Year: 2020/21, Enrollment: 5,200

Santa Ynez Valley Union High School District, Santa Ynez

Search Year: 2020/21, Enrollment: 850

Saugus Union School District, Santa Clarita

Search Year: 2017/18, Enrollment: 10,000

Sausalito Marin City School District, Marin City

Search Year: 2015/16, Enrollment: 524

Search Year: 2022/23, Enrollment: 415

Sierra-Plumas Unified School District, Loyalton

Search Year: 2022/23, Enrollment: 400

Sierra-Plumas Unified School District/Sierra County Office of Education, Loyalton

Search Year: 2018/19, Enrollment: 386

Siskiyou Union High School District, Mt. Shasta

Search Year: 2021/22, Enrollment: 555

Siskiyou Union High School District—High School Principal, Mt. Shasta

Search Year: 2022/23, Enrollment: 575

Soledad Unified School District, Soledad

Search Year: 2016/17, Enrollment: 4,800

Search Year: 2020/21, Enrollment: 5,000

Sonoma Valley Unified School District, Sonoma

Search Year: 2020/21, Enrollment: 3,730

Sonora Union High School District, Sonora

Search Year: 2019/20, Enrollment: 1,000

South Bay Union School District, Eureka

Search Year: 2021/22, Enrollment: 500

South Monterey County Joint Union High School District, King City

Search Year: 2022/23, Enrollment: 2,200

Stockton Unified School District, Stockton

Search Year: 2022/23, Enrollment: 33,000

Strathmore Union Elementary School District, Strathmore

Search Year: 2019/20, Enrollment: 773

Vallecito Union School District, Avery

Search Year: 2020/21, Enrollment: 600

Vallejo City Unified School District, Vallejo

Search Year: 2020/21, Enrollment: 11,500

Ventura Unified School District, Ventura

Search Year: 2016/17, Enrollment: 17,000

Washington Unified School District, West Sacramento

Search Year: 2020/21, Enrollment: 7,460

Whittier City School District, Whittier

Search Year: 2021/22, Enrollment: 6,300

Winship-Robbins Elementary School District, Meridian

Search Year: 2013/14, Enrollment: 200

Winters Joint Unifed School District, Winters

Search Year: 2021/22, Enrollment: 1,550

Transparency—The McPherson & Jacobson Difference

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process. The openness of the process has not gone unnoticed. The following article discusses McPherson & Jacobson’s stakeholder involvement.

Report details what community members want in new Elk Grove district superintendent

Residents, teachers and students in the Elk Grove Unified School District are all looking for the same characteristics in a new superintendent, according to report from McPherson & Jacobson LLC, an executive search firm hired by the district.

They want someone who is collaborative, culturally competent, approachable, has integrity and strong communication skills and is visible at schools. They also want someone who can lobby for legislation, policy and resources at the state and federal level, according to the report.

...

The report, compiled from more than 20 meetings with community members and stakeholders, was distributed to board members and others at a school board workshop Wednesday afternoon.

“It’s a good process – to get a feel for the community, employees and students,” said board President Priscilla Cox.

The report also says that stakeholders are in sync about issues at the district that they would like a new superintendent to know about. They list the achievement gap at the top of their list of concerns, as well as institutional racism and equity in the distribution of resources between schools.

They want the new superintendent to know that there is a split on the school board that makes it difficult for staff to work with trustees and that there is a need to re-establish trust between the administration and staff, according to the report.

The report will be used to help select a superintendent and will be distributed to the candidates so they can understand the community’s needs, said Bob Ferguson, a consultant for McPherson and Jacobson LLC. The new superintendent also will receive a copy as a guide to taking the helm of the district.

The process is very effective, said William Huyett, a consultant for McPherson and Jacobson. By the third or fourth meeting, common themes began to emerge.

“It’s a healthy thing to talk to your stakeholders and to find out what the issues are,” Huyett said.

The school board adjourned to a closed session with the expectation that it would identify finalists for interviews that will begin Friday.

...

The entire board will conduct formal interviews of candidates in closed sessions. Interviews could continue Monday if the board selects more than four finalists. Representatives of employee, district and community organizations have also been selected to participate in the interviews.

**Taken in part from Lambert, Diana, *Sacramento Bee*,
Wednesday, Sep. 3, 2014 - 9:30 pm**

What Board Members Say About the Service of McPherson & Jacobson, L.L.C.



Matt Best
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net

To whom it may concern:

Davis Joint Unified School District had a successful search for the position of Superintendent in the Spring of 2022. Bob Ferguson and Bill Huyett of McPherson and Jacobson ensured that we had an open and public process by conducting extensive outreach to all communities. This report of community input was shared with the Board at a public meeting and helped the Davis community understand what it values in a Superintendent. At the same time, the Board was grateful for the recruitment of excellent candidates for the position. The interview process was not only informative but also personable as we got to know all the candidates. When it came to selecting a Superintendent, Bob and Bill assisted our decision with patience and sage advice. Although it started as an exercise in hiring, it turned into a reflective learning process.

Sincerely,

Thomas Adams, Ph.D.
President, Davis Joint Unified School District

From: Neil Layton <nlayton@scsdk8.org>
Date: September 17, 2022 at 4:12:32 PM PDT
To: William Huyett >
Subject: Letter of Reference

Bill:

In Fall of 2021 McPherson and Jacobson helped lead our nationwide Superintendent search. Unlike other firms, McPherson and Jacobson encouraged a community involved search that engaged all stake holders. Through the leadership of Bill Huyett and Nicole Anderson, McPherson and Jacobson held over 20 community meetings and obtained over 150 community surveys to help guide the Board in the hiring process. Additionally, McPherson managed a 14 person community interview panel to help provide direct candidate feedback to the Board. As a result of this hard work, San Carlos was able to find a visionary educational leader who has been able to have success from her first day on the job. We would not have had the same success with another firm.

Neil Layton
San Carlos School District
San Carlos, CA



Christi Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Tracy Chambers
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
Assistant Superintendent

**Professional Development
Service Center**
1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**
2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

Governing Board
Stacey Bailey
Rob Davis
Megan Haley
Gene Hikel
Vic Scavarda
Patrick Searl
Ross Valenzuela

www.hemetusd.org



www.facebook.com/hemetunified



twitter.com/HemetUnified

August 13, 2020

To Whom It May Concern:

It is my pleasure to write this letter of support for Mr. Ben Johnson. I had the opportunity to work with Mr. Johnson and McPherson and Associates as a candidate for the Superintendent of Hemet Unified School District.

Mr. Johnson provided guidance throughout the application process while working with the District to ensure that the District and I were a good fit. He continued to stay in touch throughout my first year as Superintendent to ensure I had the support needed in my new position.

Mr. Johnson has a kind and caring manner. He is committed to pairing potential candidates with Districts that will grow their skills and expertise as the Superintendent and move the District in a forward direction.

Sincerely,

Christi Barrett, Ph.D.
Superintendent

Comments from Santa Barbara Unified School District

From: **Laura Capps** <lcapps@sbunified.org>
Date: Wed, Aug 12, 2020 at 1:24 PM
Subject: Re: Follow-up
To: Ben Johnson <benjohnson2nd@gmail.com>

We are thrilled with the new Superintendent that MacPherson & Jacobson found for us. I thoroughly enjoyed working closely with Ben Johnson. He is especially skilled at helping school boards work together and effectively find consensus -- and that is so important in the final weeks of a high stakes search. I am grateful for their partnership.

From: Wendy Sims-Moten <wsimsmoten@sbunified.org>
Date: August 13, 2020 at 12:41:34 PM PDT
To: Ben Johnson <benjohnson2nd@gmail.com>
Subject: Re: Request

From the very beginning of the search firm selection process I appreciated Ben for really laying a foundation that the Board makes the decision. This was very evident throughout the entire process. Whenever we got stuck or were hesitate [sic] to speak candidly he reminded us the Board makes the decisions. The helped us to trust and own our decision making process. Thank you Ben and company.

Dr. Jacqueline Reid, Santa Barbara Unified School District, CA
"I highly recommend Ben Johnson II and Dr. Daryl Adams of McPherson and Jacobson to any district doing a superintendent search. Throughout the process, Mr. Johnson and Dr. Adams offered us advice that helped us to make better decisions. Overall the service was excellent."

Monday, September 19, 2022

Gregg Gunkel
343 South Old Stage Rd
Mt. Shasta, CA 96067
831-239-3470

Re: Letter of Reference for McPherson and Jacobsen, LLC

To Whom It May Concern,

Selection of a new superintendent has always been a challenging endeavor, especially given the obstacles public education has experienced in the last few years. As we entered this process with two major leaders in the district leaving their posts, I found myself thrust back into the role of board president as our existing board president stepped down due to health issues. Fortunately, our departing superintendent wisely recommended McPherson and Jacobsen as a qualified agency for superintendent selection.

William Huyett presented the agency's credentials in a manner that gave my board encouragement and newfound confidence to take on the process. Mac and Jake (as they humorously refer to themselves) did an exhaustive May campaign to identify as many qualified candidates as possible at a time when the candidate pool was quickly being depleted. Mr. Huyett skillfully guided the board through the process of reviewing and narrowing down the candidates. Even then, time and offers from other districts narrowed our list even further, causing us to fear that we would not find candidates possessing the qualities we desired. candidates would have fewer and fewer qualifications. But Mr. Huyett took extra care to help us determine which of the available candidates best met our criteria and needs.

Mac and Jake proved to be so helpful in this process, mainly by providing us with a geographically broad and experiential skills detail that gave the board confidence in the selection process. The guidance we received in setting up the multipronged screening and interview process helped us to engage a good cross section of our stakeholders, which was essential to building confidence in the district's communities. The interview design, as guided by Mr. Huyett, was deeply probing and enlightening as to who the candidates really were and how well they fit our perceived needs. Mr. Huyett constantly made himself available, helping us through final selection, contract proposal definition, and the ultimate hiring of our new superintendent.

Though not for the faint of heart, selection of a new superintendent is easily the most important selection and hiring process a district must undergo. Our district has thrived under excellent leadership; we have also suffered a few poor superintendents in the past. The outstanding guidance provided by Mr. Huyett appears to have paid off for Siskiyou Union High School District. While we are still in the "honeymoon" phase with our new superintendent, he continues on a daily basis to provide us with confidence that we made the right selection.

For all these reasons, I can highly recommend MacPherson and Jacobsen LLC and Mr. William Huyett for the difficult and most-important task of finding and securing a new superintendent.



Gregg Gunkel, Board President Siskiyou Union High School District



LINDEN

Unified School District

18527 E Main Street, Linden, CA 95236
Phone: 209-887-3894 Fax: 209-887-2250 www.lindenUSD.com



January 30, 2023

TO: MacPherson & Jacobson

RE: Letter of Reference in the Hiring Process of the Superintendent of Linden Unified School District

To whom it may concern:

This is a letter of reference for Aida Buelna and William Huyett in regard to the hiring process of our current Superintendent, Daniel Moore who was hired as superintendent for the Linden Unified School District for the 2020/21 school year. As Board President at the time, I was quite impressed with the thoroughness of the entire process. The consultants gave us highly qualified candidates with ample time to review their qualifications before the interview process. We especially enjoyed the multiple facets of having the community panel and employee panel to help ensure we had key input from influential stakeholders.

To further the vetting process, it was very helpful to have the coffee chats with all the interview candidates with two board members present at each, which allowed us to get to know them all on a more personal level, before making our final decision to hire Mr. Moore. The interview day went very smoothly due to the professionalism and organizational skills of both Ms. Beulna and Mr. Huyett. When making our final decision, it was with the expertise of Bill and Aida that helped us in making an informed decision that was best for the district.

The Board thoroughly enjoyed the entire process and appreciated all the time and effort put into it. In the future, when we are looking to hire a superintendent again (hopefully not in the near future), we would have no reservation in utilizing Aida and Bill from your organization. If you have any questions or would like more information regarding these two recruiters, please do not hesitate to email me at LUSDArea5@lindenUSD.com.

Sincerely,

Eric Nims

Eric Nims

Linden Unified School District

Board Vice President

ADMINISTRATION

Daniel Moore
Superintendent

Dr. Jamie Hughes
Assistant Superintendent

Stephen Corl
Chief Business Official

GOVERNING BOARD

Marla Livengood
President

Eric Nims
Vice President

Marlene Von Berg
Clerk

Jennifer Trotter
Board Member

Rebecca Hall
Board Member



January 29, 2023

To whom it may concern,

It is my pleasure to write this letter of recommendation on behalf of the Board of Trustees of the San Mateo-Foster City School District. During the 2020-2021 school year, our district sought out Superintendent Search Firms to fill a vacancy for the following school year and we unanimously selected McPherson & Jacobson to fulfill that responsibility. We were assigned the services of co-lead consultants Aida Buelna and Nicole Anderson.

The Board of Trustees entered the process with very high expectations because our outgoing Superintendent Dr. Joan Rosas had served with distinction. Upon engaging with Aida and Nicole, we were struck by their accessibility and strong communication skills. They treated our Board of Trustees as partners in the process and we felt heard by them.

The same can be said of the way that McPherson & Jacobson engineered the community involvement process. They administered a thorough community input process that involved surveys and stakeholder interviews. Their analysis of our community input truly encapsulated the needs, strengths, and desires of our community.

In terms of candidate engagement, they used technology to pre-record video messages from prospective candidates that were later shared with the Board of Trustees. They also completed a thorough vetting of candidates and ensured that we knew everything we needed to know before interviews began.

The interview process was unique and co-created with our consultants. Aida and Nicole facilitated the process of identifying top candidates that we invited in for an interview. They subsequently arranged to have each candidate interview 1:1 with each Board member for an hour, interview for a community panel of 25 for an hour, and attend a later afternoon interview with the entire Board for an additional hour.

Ultimately, our Board hired a new superintendent, Diego Ochoa, who we feel has served our district very well in his two years with the district. McPherson & Jacobson certainly delivered on their promise to work with our Board to create a community-driven process to select our new Superintendent.

1170 Chess Drive
Foster City, California 94404
650.312.7700 Telephone
650.312.7779 Fax
www.smfcsd.net

Board of Trustees

LaTisa Brooks Allison Proctor
Kenneth Chin Shara Watkins

Superintendent

Diego R. Ochoa



SAN MATEO-FOSTER CITY
SCHOOL DISTRICT



Sincerely,

Alison Proctor
2021 Board Vice President, 2022 Board President, & 2023 Board Member

1170 Chess Drive
Foster City, California 94404
650.312.7700 Telephone
650.312.7779 Fax
www.smfcsd.net

Board of Trustees

LaTisa Brooks Alison Proctor
Kenneth Chin Shara Watkins

Superintendent

Diego R. Ochoa



**Response to Request for Proposal
Superintendent Search Services**

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

**Due: August 8, 2023, 5 pm PT
Email: SCUSDSearch@scusd.edu**

Contact:

Monica Santana Rosen, CEO
Alma Advisory Group
1525 E 53rd Street, Suite 530
Chicago, Illinois 60615
Phone: 312-799-9642
Email: monica@almaadvisorygroup.com
Website: www.AlmaAdvisoryGroup.com

Part I - Cover Letter

Sacramento City Unified School District is one of the oldest in the western United States serving over 38,000 students on 75 campuses. The district reflects the rich history and diversity of the Sacramento community including racial, ethnic, and language diversity. During the 6-year tenure of former Superintendent Jorge Aguilar, Sacramento City Unified School District (SCUSD) has been working diligently to ensure that the 38,000+ students served by the district have equal opportunities to graduate and have equitable access to postsecondary choices, by working to close achievement gaps, creating effective school-family partnerships, ensuring strong supports for new teachers, and providing high-quality instruction. Continuing to build on this momentum to fulfill the district's mission will be the work of the district's next superintendent.

The SCUSD Board of Trustees (Board) will benefit from the partnership and support of a firm that is deeply familiar with the challenges and opportunities inherent to the urban superintendent's role and experienced in the development of a transparent recruitment and screening approach that mitigates bias, and ensures equity in decision-making.

Alma Advisory Group (Alma) is honored to submit a proposal to support the Superintendent search. Alma is a mission-driven, national education consulting and executive search firm founded in 2016 by Monica Santana Rosen, a Black Latina business owner, with the mission of fostering the culture, people, and practices that enable staff to do their best, empower teams to do great work, and propel organizations to accomplish outstanding results. Alma is well-established as a trusted advisor, thought partner and consultant for a number of dynamic nonprofits, districts and school operators nationally. We have demonstrated steadfast support for our clients, with results and measurable impact that have benefited our clients' entire organizations well beyond our engagement. We believe in capacity-building at our core, and we bring that unique lens to our executive search practice. We also have a clear focus on equity and diversity in hiring and leverage our expertise to build competency-based screening processes that mitigate bias, and help our clients stay grounded in the skills most important for the role.

Alma is well-established for the strength and the diversity of talent we provide our clients. Our searches have featured the following results:

- Finalists presented by Alma have been 46% Black, 14% Latinx, 31% White, and 8% Asian, 54% Female
- Hires selected by our clients have been 51% Black, 17% Latinx, 20% White, 12% Asian, 56% Female

Alma's distinguishing characteristics and transparent, inclusive, and equity-focused approach to the search process set us apart from others in the executive search field. As such, we are confident that we are the best qualified to support the SCUSD Board of Trustees in your search for the next Superintendent. Thank you for your thoughtful approach to this selection, and for your consideration of our firm. We welcome any questions you may have about this response.

If selected, Alma Advisory Group agrees to enter into a contract under the terms and conditions shown in the Instruction to Proposers and the Specifications.



Monica Santana Rosen
Chief Executive Officer, Alma Advisory Group
1525 E. 53rd St. Chicago, IL 60615
Phone: 312-799-9642
Email: monica@almaadvisorygroup.com
Website: www.AlmaAdvisoryGroup.com

Part II - Table of Contents

Table of Contents

Part I - Cover Letter	1
Part II - Table of Contents	3
Part III - Background and Experience	5
Part IV - Statement of Work / Action Plan	14
Part V - RFP Price Form	24
Part VI - Non-Collusion Declaration	26
Part VII - Addenda Form	28

Part III - Background and Experience

Contact Information

Proposer Name: Alma Advisory Group, LLC

Address: 1525 E. 53rd Street, Suite 530, Chicago, IL 60615

Phone: 312-799-9642

Fax: 877-917-1689

Authorized Representative: Monica Santana Rosen, Chief Executive Officer

Email address: monica@almaadvisorygroup.com

Company Background

Alma Advisory Group is not a traditional search firm. We carry out each search with a focus on organizational capacity building, so that our clients may replicate the search process without us if desired beyond our engagement. As former education leaders, we bring to our work a unique understanding of education organizations along with a dedication to making a positive impact for children and communities, especially those not traditionally well served. A superintendent search led by Alma has several distinctive offerings that are not typically provided by other firms:


- Clear focus on equity and diversity in hiring through a competency-based approach at all phases of the process
- Customized approach and interview tools collaboratively developed to meet the unique context of the district
- Transparent, inclusive and authentic community engagement, including intentional outreach at each stage of the process to communities that have been historically excluded or difficult to reach, yielding on average a 0.15 ratio (i.e. enrollment of 10,000 students, 1,500 survey responses)
- Thoughtful and thorough analysis and synthesis of focus group, community engagement and survey data, including a Board presentation to highlight results and recommendations for next steps forward
- Lead monolingual Spanish focus groups, stakeholder interviews and community forums, and provide human translation, not AI translation, in support of our communities and candidates in bilingual meetings and forums
- Facilitated planning with the Board to confirm alignment, clarify the competencies required for the next Superintendent and reach shared agreement on the key steps of the screening and decision-making process
- Anti-bias training delivered to all interviewers, and the design and utilization of anti-biased, competency-driven interview activities and tools to mitigate bias
- Design and facilitation of a finalist stage that enables authentic engagement with community and includes anti-bias training for all participants
- Facilitation and support for the Board at each stage of the process, especially at the stage of final decision making
- Round the clock availability and support from the Alma team for individual Board members and regular meetings with the Board as needed throughout the process

Alma is committed to not just communication but facilitated decision-making with the Board and other key decision-makers. Alma will work as a trusted partner with the Board and key stakeholders to ensure they are supported throughout the search process. This includes calibrating on the critical competencies and facilitating debrief and feedback at each stage of the interview and selection process. The Alma team will seek a primary point of contact to meet on a regular basis to review progress on the search. Typically, we will meet either weekly or biweekly to ensure the project is moving forward on time and on schedule. This would also include review and feedback of the recruitment plan, and access to national research or tools that support and inform the decision-making by the Board.

Women/Minority Business Enterprise Certification

Business & Contact Information	
BUSINESS NAME	Alma Advisory Group, LLC
OWNER	Mrs. Monica Santana Rosen
ADDRESS	1525 E 53rd Street Suite 530 Chicago, IL 60615-4575 [map]
PHONE	773-966-4998
FAX	877-917-1689
EMAIL	monica@almaadvisorygroup.com
WEBSITE	http://www.almaadvisorygroup.com
ETHNICITY	Hispanic
GENDER	Female
COUNTY	Cook (IL)

Certification Information	
CERTIFYING AGENCY	State of Illinois Commission on Equity and Inclusion
CERTIFICATION TYPE	WMBE - Women/Minority Business Enterprise
RENEWAL DATE	8/21/2023
EXPIRATION DATE	6/21/2025
CERTIFIED BUSINESS DESCRIPTION	NIGP 91838 Education and Training Consulting NIGP 91865 Human Resources, Relations Consulting NIGP 91875 Management Consulting NIGP 91883 Organizational Development Consulting



hereby grants

National Women's Business Enterprise Certification


to

Alma Advisory Group, LLC


who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 24, 2017
Expiration Date: August 31, 2023
WBENC National Certification Number: WBE1701626












WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.



Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest



NAICS: 541990, 541612, 561312, 611430, 611710
UNSPSC: 80101511, 80111500, 80111501, 80111511

[Renewal in progress and will be completed before the expiration date]

Superintendent Search Experience

Since 2017, Alma has supported a variety of nonprofit organizations, charter management organizations and districts large and small with their executive search needs. We have successfully completed the following school district superintendent searches:

- Denver Public Schools (2020-21) - Superintendent is still in role, K-12 Dive's Superintendent to Watch
- Cincinnati Public Schools (2021-22) - Superintendent is still in role, K-12 Dive's Superintendent to Watch
- Eugene 4J School District (2021-22) - Superintendent is still in role
- Evanston Township High School District (2022) - Superintendent is still in role
- Portland Public Schools (Maine) (2022-2023) - Recently appointed
- Cleveland Metropolitan School District (2022-2023) - Recently appointed
- Madison Metropolitan School District (2023 - present) - Search is in progress

Additional examples of some of our cabinet level searches are also included below.

Hartford Public Schools

In late 2022, Alma completed the executive search for the Deputy Superintendent of Hartford Public School, one of the largest districts in Connecticut, serving more than 20,000 students in 46 schools. To support this effort, the Alma team aligned many stakeholders to create a job description, actively sourced nationally for the position, designed and facilitated the screening and interviewing processes and supported the selection of finalists that included one Latinx female, one white female and one white male.

Guilford County Schools

The Alma team supported Guilford County Schools (GCS) with their executive recruitment and hiring efforts for several Cabinet level leadership positions, including Chief Operations Officer, Chief Student Services Officer, Chief Academic Officer, Assistant Superintendent of Special Education Services, Chief Innovation Officer, Chief Performance and Accountability Officer, Deputy Chief of Finance and Senior Executive Director of Technology Services. Similar to other searches, our team began this search by first clarifying the competencies most important to support Guilford County Schools' success and created a hiring process to identify a strong pool of talented and diverse candidates. The Alma team established job descriptions for each role, vetted potential candidates for each position, and developed an aligned screening process to measure the competencies identified for each role. As our team completes these searches, we are also helping the HR team document its process for succession planning and attracting and hiring strong executive leadership moving forward. Guilford County Schools has over 72,000 students.

Chicago Public Schools

Alma supported Chicago Public Schools (CPS) with a search for several key positions in the district over the last 6 years including the Chief Financial Officer, Chief of Diverse Learner Supports and Services, Budget Director, Chief Talent Officer, Chief Health Officer and Chief Operating Officer. As an example, to support the Budget Director search, Alma worked with key staff at CPS to clarify the leadership competencies most important for this role and defined a recruiting and screening approach to identify a strong pool of candidates. Over the course of the project, the Alma team delivered an updated, competency aligned job description for the position, a rigorous screening process, and a robust and diverse applicant pool, which yielded 80 candidates sourced overall, of which 40% were leaders of color and 35% female, with a mix of experience internal and external to education. Ultimately 4 finalists were identified for in-person interviews, of which 75% (3) were leaders of color and 25% (1) female, and at least 2 candidates were considered for roles beyond the Budget Director position itself.

Key Personnel

The team proposed to lead this project has completed a wide range of executive searches, including district superintendent and other c-level roles, including Chief Academic Officer, Chief Operating Officer, Chief Finance Officer, Chief Talent Officer and Deputy Superintendent. We have worked in some of the most politically complex environments in education, and our network is strong among leaders in urban school districts and charter management organizations.

Monica Santana Rosen, Chief Executive Officer (Executive Oversight)



Monica was born to immigrant parents who instilled in her a deep value for education. Monica spent the last two decades working to build strong diverse workplaces and enable leaders to do great work. Her career began in philanthropy with the Tiger Foundation, where Monica was part of a team that supported nonprofits working to break the cycle of poverty in New York City. Monica later served as the Executive Director for Management Leadership for Tomorrow (MLT), an organization working to diversify leadership in the upper ranks of the public and private sectors. Monica helped launch MLT's MBA-Prep program before pursuing her own MBA at Harvard Business School.

Monica joined Chicago Public Schools in 2004. She helped lead an HR redesign effort, and then managed and led the 65-staff member HR operational team at CPS. During her tenure, average transaction turn-around time improved from 8 weeks down to 3 days, call answer rates from 45% to 93%, and first call resolution from 45% to 75%. Monica then served as Talent Management Officer, where she focused specifically on leadership pipelines for the district. She spearheaded the redesign of a principal screening process, launched a national principal recruitment effort, and supported the strategic promotion, support and succession planning for principals. She also established the Leadership Development and Support unit, where she oversaw the district's Principal Induction program and support for the district's 26 Chief Area Officers (i.e., principal supervisors). In 2012 Monica launched a human capital consulting practice for Cross & Joftus, and in the fall of 2016, Monica ventured out to develop Alma Advisory Group, LLC with a talented and diverse leadership team, supporting organizations nationally to hire, develop, support and retain a high-quality workforce.

Monica provides executive oversight for all of Alma's Superintendent and C-level searches, and was the lead consultant for the Denver Public Schools and Evanston Township High School Superintendent searches.

Sylvia Flowers, Managing Director Talent Acquisition and Executive Search (Lead Consultant)



Sylvia is a native of St. Louis, holds a B.S. in Chemical Engineering and an M.B.A. from the Darden Graduate School of Business at the University of Virginia. Before dedicating her career to improving public education, she spent eight years in the private sector working as a chemical engineer for Monsanto and a finance profession for Duke Energy. She then joined the Broad Residency in Urban Education and began her education career in the Christina School District in Wilmington, Delaware. Sylvia also worked for Chicago Public Schools implementing the district's first Teacher Incentive Fund grant pilot program in 40 high-needs schools.

In 2009, she moved to Nashville, Tennessee and later served as the Director of Technical Assistance at the State Collaborative on Reforming Education (SCORE), a nonprofit and non-partisan advocacy and research organization founded by former U.S. Senate Majority Leader Bill Frist. Most recently, Sylvia spent seven years at the Tennessee Department of Education as the Executive Director of Educator Effectiveness and Talent, focused on implementing the state's educator education evaluation system and using human capital data to drive statewide policy, strategy, and technical support for districts in the recruitment, retention, compensation, professional growth, and recognition of effective educators. Sylvia joined Alma in 2020 and is the Managing Director, Talent Acquisition and Executive Search.

Sylvia served as the lead consultant for the Eugene School District 4J, Cincinnati Public Schools, Portland Public Schools, and Cleveland Metropolitan School District searches. She has also led several c-level district searches including those in Guilford County Schools and the School District of Philadelphia.

Deidre Hargrove-Krieghoff, Talent Recruitment



Deidre is an experienced HR and Operations professional who has spent more than 25 years serving in various roles in human resource leadership, operations, and development, in both private and nonprofit spaces. She most recently worked at the Madison Metropolitan School District (MMSD) where she served as the Chief of HR and Senior Executive for Workforce Development. During her tenure (2014-2022) the HR team increased their department diversity by 30%, district administrator diversity by close to 10% and teacher diversity to 15%. Prior to working at MMSD Deidre served as the VP of Workforce Development for the Urban League of Greater Madison (ULGM). Deidre is a trained Malcolm Baldrige National Quality Award Examiner. She holds a

bachelor's degree in Business Management and Communications from Concordia University and a master's degree in Business Administration from the University of Wisconsin – Madison.

Deidre joined Alma Advisory Group in 2022 and served as the lead consultant for the Deputy Superintendent search at Hartford Public Schools, and several c-level searches for Chicago Public Schools and the School District of Beloit.

Najjah Thompson, Talent Acquisition



Najjah is a native of Miami, FL., and holds a BA in Music Education and MM in Music Performance from the University of Miami. He is currently pursuing a MS in Learning and Organizational Change from the School of Education and Social Policy at Northwestern University. Najjah started his career in education and public service as a Servant Leader with the Children's Defense Fund's Freedom Schools Program. In 2015, he began teaching elementary and secondary music at Chicago Public Schools. After a few years of teaching, he transitioned to administration and became the Arts Education Specialist in the department of Curriculum and Instruction for the Madison Metropolitan School District. Most recently, Najjah transitioned to HR and spent three years leading Madison Metropolitan School District's Recruitment and Engagement Strategy where he was able to

successfully increase the number of highly-qualified diverse teachers and district administrators. Najjah joined Alma in 2022 as an Executive Search Specialist.

Nita Losoponkul, Talent Analytics



Nita has spent the last two decades working domestically and internationally in both the public (K-12 education) and private (energy, hospitality, financial services, consulting) sectors. She has led projects to implement change initiatives and drive process improvements, including designing and delivering talent development curriculum to support the change. As the Director of Innovation and the Director of Talent Acquisition at the Washoe County School District, she launched new high school magnet programs to create new opportunities for students and revamped hiring processes. At Public Impact, she worked with school districts across the country to plan and implement an Opportunity Culture, creating new career pathways for teacher leaders with sustainably funded higher compensation. Nita holds a bachelor's degree in Engineering from the California Institute of

Technology, a master's degree in Business Administration from the University of California at Los Angeles, and a master's degree in Educational Leadership from the Broad Center (now part of the Yale School of Management). She is also qualified as a Project Management Professional (PMP) and a Human Resources Senior Certified Professional (SHRM-SCP). Nita joined Alma in 2021 as a Talent Analytics Consultant.

Venus Velez, Talent Development, Community Engagement



Venus brings over 20 years of experience in the field of education, with a focus on equity and excellence. Her work has included district level reform efforts, community engagement, talent recruitment, selection and development, organizational development, non-profit management, program design and evaluation, and project management. Venus spent the earlier part of her career working in non-profit educational organizations, developing and leading college preparation programming for high school students from underserved communities. She then went on to work with the NYC Department of Education (DOE), initially supporting high school reform efforts, working with a team of school leaders to phase

out larger failing campus high schools and replace them with a more successful model of new small specialized high schools. Venus also supported the DOE’s community engagement strategy – working across the city to build support for the reform efforts and district restructuring and supporting the launch of a new parent and community engagement structure. Working closely with the Superintendent, Venus led the creation of a new parent engagement office in a region serving 139 schools. After leaving the NYC DOE, Venus continued her work in education supporting non-profit educational organizations, working on talent searches for educational leadership roles, and supporting other district level reform efforts. Venus completed her undergraduate work at Wesleyan University, the Education Policy Fellowship Program at Columbia University, Teacher’s College, and holds an MBA from the Zicklin School of Business. Venus joined Alma in 2018, supporting Executive Search.

References:

California Reference #1:

Organization Name:	Oakland Unified School District
Organization Size:	Approximately 34,000 students
Address:	1011 Union Street, Oakland, CA 94607
Contact Person:	Tara Gard, Chief Talent Officer
Email:	tara.gard@ousd.org
Telephone:	(510) 879-8000
Scope:	Executive Coaching, HR Assessment/Redesign

California Reference #2

Organization Name:	Equitas Academy
Organization Size:	Approximately 2,000 students
Address:	1700 W Pico Blvd, Los Angeles, CA 90015
Contact Person:	Founder Malka Borrego (now retired)
Email:	malkaroseborrego@gmail.com
Telephone:	(213) 201-0440
Scope:	Chief Schools Officer Executive Search

Below are five completed superintendent searches, including district contacts for references.

Reference #3:

District Name:	Cincinnati Public Schools
District Size:	Approximately 36,000 students
Address:	2651 Burnett Avenue, Cincinnati, OH 45219
Contact Person:	Ben Lindy, Board President
Email:	lindybe@cpsboe.k12.oh.us
Telephone:	(252) 432-9490
Scope:	Superintendent Search

In March 2022, Alma completed the executive search for the next superintendent of Cincinnati Public Schools. Cincinnati Public Schools is the 3rd largest district in Ohio, serving approximately 36,000 students in over 65 schools. To support this effort, the Alma team facilitated comprehensive community engagement and input meetings with stakeholders alongside members of the CPS Board of Education to collaboratively define competencies and determine attributes of the new superintendent. Alma actively sourced for the position nationally and we designed each step in the interview process, to include opportunities for the community to meet and interact with finalist candidates. The finalist candidates in this search included one Black man and two Black women.

Reference #4:

District Name: Eugene School District 4J
 District Size: Approximately 16,000 students
 Address: 400 North Monroe Street, Eugene, OR 97402
 Contact Person: Judy Newman, Board President
 Email: newman_j@4j.lane.edu
 Telephone: 541-790-7700
 Scope: Superintendent Search

Alma supported the Board of Eugene 4J during the search for the Superintendent during a tumultuous time for the Board. Alma’s CEO supported the Board as they worked to ensure shared alignment on the requirements of the role, as well as the Board’s shared ways of working together throughout the process. Ultimately four finalists emerged, which included two Black men, 1 Native American man, and 1 white woman. In the spring of 2022 the Board ultimately selected an internal district leader, who is Native American. Along the way Alma partnered closely with the Board, leading planning retreats and training the Board and stakeholders on managing bias throughout the process

Reference #5:

District Name: Cleveland Metropolitan School District
 District Size: Approximately 36,000 students
 Address: 1111 Superior Ave E, Suite 1800, Cleveland, OH 44114
 Contact Person: Leah Hudnall, Vice Chair of the Board
 Email: leah@legacyperspective.com
 Telephone: (216) 838-0030
 Scope: Superintendent Search

In Spring 2023, the Alma Advisory Group partnered with the newly elected Mayor Justin M. Bibb, the mayor’s Chief of Education and the Cleveland Metropolitan School District (CMSD) school board to lead the search for the next superintendent. Grounded in the community’s shared Cleveland Plan, the previous superintendent had served the district for over twelve years. Additionally, CMSD has a unique governance structure where the nine board members are appointed by the mayor in rotating terms. The Alma team successfully led the search which resulted in two finalists who both had ties to the Cleveland community, an African American man and a Latinx man.

Reference #6:

District Name: Denver Public Schools
 District Size: Approximately 89,000 students
 Address: 1860 Lincoln St, Denver, CO 80203
 Contact Person: Scott Esserman, Board Member
 Email: sdesserman@gmail.com
 Telephone: 303-909-2493
 Scope: Superintendent Search

In June 2021, Alma completed the executive search for the next superintendent of Denver Public Schools. Denver Public Schools is the largest district in Colorado, serving approximately 90,000 students in over 200 schools. To support this effort during the pandemic, the Alma team facilitated virtual community engagement and input meetings, in English and Spanish, to understand the key attributes the next Superintendent must possess, and top priorities for the next Superintendent to focus on. Alma sourced this position nationally, among both active and passive candidates, and developed the full interview process to include opportunities for the community to interact with finalist candidates. The finalist candidates in this search included one Black man, one Afro-Latino man, and one Latinx woman.

Reference #7:

District Name:	Evanston Township High School District 202
District Size:	Approximately 4000 students
Address:	1600 Dodge Ave, Evanston, IL 60201
Contact Person:	Pat Savage-Williams
Email:	savagep@eths202.org
Telephone:	847-721-9007
Scope:	Superintendent Search

Alma worked with the Board of ETHS as they carried out the selection of the district's next Superintendent in Spring 2022, following the 17-year tenure of the outgoing and beloved Superintendent. In support of this process for the district of nearly 4,000 students, Alma designed and facilitated a community engagement process to understand the perspectives of the Evanston Township community, and then worked with the Board to clarify the requirements for the next Superintendent. With Alma's partnership, the Board made the bold decision to allow an internal successor to apply for the role, and to interview with community members directly as the sole finalist. A longtime educator and administrator in the district was assessed against the competencies of the role instead of being assessed against other candidates. This process was more fair to the internal candidate, as well as potential external candidates, and resulted in the district's first-ever Black male leader.

Part IV - Statement of Work / Action Plan

Alma proposes the following timeline and process for the recruitment and selection of the superintendent by early 2024 for the Board's consideration:

1. Board's Executive Committee Planning Session (within 10 business days of contract award)

If awarded the contract, the Alma team is prepared to immediately begin designing the Board's Executive Committee Planning Session, to be held within 10 business days. This planning session will include confirming a refined timeline and project plan to meet our target of an appointment early in 2024, identifying key stakeholders to engage throughout the process, and mapping out a communication strategy to ensure transparency and wide-spread participation, in partnership with the SCUSD's Chief Communications Officer and the Constituents Services Office.

2. Stakeholder Engagement on Organizational Priorities and Key Competencies for the Role (late Aug - early Sept)

Our authentic engagement of stakeholders is a distinguishing feature of Alma's search process. The Alma team will meet with select members of the Board, its designees, district office, school leaders, teachers and staff, union leaders, parents and students, community groups and members, and any other key stakeholders (as determined in consultation with the Board) to gather their input on the role and the steps of the selection process. This has typically included interviews, focus groups and surveys, with the intentional identification of affinity groups, including Latinx, Black, Asian American, LGBTQ, monolingual (non-English speaking) families, and other communities that have been historically excluded or difficult to reach. Alma's community surveys have resulted in an average response to student ratio of 0.15 (i.e. enrollment of 10,000 students, 1,500 survey responses). Alma will analyze and synthesize the stakeholder feedback and present it to the Board upon completion.

3. Recruitment Strategy Development and Execution (mid September)

Alma will review any ideal candidate profiles already created and facilitate conversations with key leaders to review the stakeholder feedback to confirm the most important competencies required of the position, and those traits that contribute to a successful team culture within the organization's unique context. We will also assess the current market conditions to advise on the competitiveness of the salary. Based on these conversations, the Alma team will refine the job description with an eye towards attracting the desired candidate, and explicitly describing those leadership attributes most important for the Superintendent role, including promotional materials to advertise the role and market the opportunity, for the Board's review and approval.

Upon completion of stakeholder engagement and the job profile and competitive compensation package, the Alma team will build a recruitment strategy, with recommended sources to recruit for top candidates, both locally and nationally, and assemble a network contact list for personal outreach to help spread the word about the position and pursue nominations of high-potential candidates, to ensure wide and effective outreach. Our network is strong among leaders in urban school districts and other organizations in the K12 space. With a team of former education leaders, we begin our searches by scouring each of our personal networks and reaching out to colleagues for personal nominations and recommendations. In addition, the Alma team researches leaders in roles that are similar in scale and experience, with a priority for track records aligned with the competencies required of the role. The Alma team will then partner with the Board to build a pool of potential candidates and monitor the results of recruitment efforts. We leverage our recruiter licenses and professional membership organizations to directly outreach to prospective candidates and advertise on local and national web-based posting sites where potential hires are likely to learn about the opportunity and will prepare and post with the Board's approval, and in compliance with any legal requirements.

Our team uses an Applicant Tracking System to manage all aspects of the candidate pipeline, helping our team to stay organized throughout the search, to access real-time data for our clients, and to maintain clear and transparent communications with candidates. The system interfaces with several job boards and posting sites to maximize the views of our job postings and ensure that our postings get seen by many job seekers. Alma will prepare a customized application for prospective candidates to apply to, through our Applicant Tracking System.

4. Screening Process Design (late September)

In addition to designing the recruitment strategy, the Alma team will propose the steps of a screening process for the role and draft all interview tools, customized to SCUSD's unique context. This typically includes resume screening protocols, candidate profiles mapped to key competencies, interview guides for each round with look-fors and scoring rubrics, and performance tasks and scenarios to assess the specific competencies required for the role. Decisions will include which internal team members and/or stakeholders should be engaged in the screening process, key roles in the interview process, and sequence of steps from first screen to final hiring decision. Our purpose is to minimize bias at every step in the process, and keep the process focused on assessing those skills most important for the role. To ensure fidelity to the agreed upon competencies, our team continuously refers to and ensures alignment of all stages of our process to these competencies.

5. Monitoring of Incoming Talent Pool and Initial Screening of Top Candidates (October to November)

The Alma team will monitor incoming applications together with the Board and will work proactively to ensure a strong and diverse pool of candidates continue to apply for the role, to ensure an acceptable list of candidates in the timeframe desired. The team will meet with the organization weekly to review progress and will provide reports with clear data tracking metrics to understand the strength and diversity of the pool and status of candidates in process, including the number of candidates at each step (e.g., first screen, rejections, etc.). We will also review incoming resumes and identify top candidates for a first-round screen in partnership with our client. The Alma team will carry out first-round interviews and recommend candidates for second round interviews to be completed by the client organization. Candidate profiles will be provided for any interviewed candidates summarizing the background information along with candidate strengths, questions, and recommendation on whether to advance to finalist screen. The interview and selection process typically includes training for all interviewers with a focus on understanding bias and mitigating bias during the debrief discussion.

6. Finalist Interviews and Background Checks (early December)

The Alma team will design second and subsequent round screening tools, developing interview guides and providing guidance for our client's leaders to facilitate in-person interviews and debrief for competency-driven interviewer feedback. Our team is particularly skilled at facilitating the feedback and debrief process with key decision makers at each stage of the selection process.

The Alma team will provide initial background and reference checks for any candidate prior to moving to the finalist stage. This will include a search of press on the candidate, conversations with 3-5 references, and any additional network background checks possible to understand the candidate's reputation, and to identify any potential optics issues that the Board would want to be aware of and/or address if they moved forward. As the organization engages with candidates, we will continue to calibrate on desired competencies and strengthen screening protocols as needed along the way until our client finds its chosen candidate and has an accepted offer. Alma typically partners with the HR team in the completion of any standard criminal or financial background checks required by the district.

The finalist interview and selection process typically includes training for all interviewers, including the Board, student, staff, family and community panelists, with a focus on understanding bias and mitigating bias during the debrief discussion. Alma is available to attend and assist in the finalist interviews and will facilitate debrief meetings to discuss the results of the interviews.

7. Contract Negotiations (mid-December)

Alma recommends that the Board engage its own counsel in negotiating the terms of the superintendent's contract. However, Alma plays a very helpful role as liaison between finalist candidates and the district, identifying the top priorities for the candidates, salary expectations and other terms that will be important for the candidate. We are happy to coordinate with general counsel however helpful to ensure a smooth conclusion to the contract negotiation process.

Alma will work with the Board and SCUSD's communications team to craft a press release to announce the final selection. We will also close out the application process with all candidates.

8. Knowledge Transfer (January)

The Alma team will engage in a post-search debrief call to advise on which practices and lessons learned for this process can be applied to the district's longer-term approach to executive succession planning and hiring.

Board Supports

Selecting the superintendent is one of the Board's most important functions and this is at the heart of how we've designed our support for search committees going through this process. This is one of the defining features of what makes our firm unique from others. Throughout the process, Alma team members work alongside the Board or a subcommittee of members to codesign a search process that meets their needs, ensure adherence to the agreed upon competencies that serve as the foundation for the job profile and interview process, and walk side by side to address any challenges presented along the way. We are your trusted advisor throughout the process to ensure transparency with the community and the press. Our team remains fully available to the Board throughout the process to ensure we work together to address any challenges that may present during the search process. In a typical search process, we are meeting at least biweekly with the search subcommittee and planning for regular and thoughtful engagement with the full Board to keep them informed along the way.

Major Challenges and Addressing the Challenges

Attracting a strong Superintendent candidate aligned with the mission and vision of the Board requires several key elements. First and foremost the Board members should be aligned on the key requirements of the role, and the skills most important to recruit and screen. A major risk to a search is when the governing body charged with making such a critical decision is misaligned throughout the search. For this reason, Alma facilitates initial planning sessions with the key decision makers to ensure that leaders are aligned with the approach, stakeholder engagement, and the requirements of the role. An additional risk is the perceived or real dysfunction among top leaders. Candidates will research past meetings, press, and information from their networks about how well the governing body works with each other and works with the district's leadership and staff. Negative press, or perceived infighting or disagreements can undermine the recruitment efforts for the district. Alma mitigates this risk by helping the Board identify any risks to their reputation, and ensure that Board members are able to address issues or speak to them openly during the search. Alma is very clear with candidates about the desires of the Board and what they're seeking in their next leader. This helps us find candidates who will be aligned with the Board right from the start.

Additional risks and challenges during a superintendent search stem from gaps in communication and the time sensitive nature of the search process. Alma has found that the absence of a liaison for communication and coordination can stall the process, particularly in the critical stakeholder engagement phase of the search. To counteract this challenge, Alma intentionally works with the Board to determine a point of contact. Providing this consistent liaison for the search is one of the responsibilities that Alma asks the district to commit to upholding.

A lack of dedicated time from the Board can stall or delay the process. This can impact timely decision making and keeping candidates engaged through the process. Alma will work with the selection committee to outline the specific time periods and responsibilities of the selection process. This will allow search committee members to plan ahead. Alma will also keep search committee members updated with regular communication about progress and next steps, providing reminders as needed to keep the search process moving. Finally, Alma also acts as an engaged facilitator to support the search committee members as they consider candidates and make selection decisions.

District and Board Supports Needed

Alma requests SCUSD and the Board to support the search in several key ways: a) advise on stakeholder engagement, including communications and outreach through media channels and community partners, b) calibrate on candidates,

engaging first in a review of potential candidates to ensure we are aligned on the skill set and experiences required, and c) support the scheduling and attendance of any interviewers or other stakeholders engaged in the process.

The Alma team is able to provide live translation and conduct community and family focus groups and surveys in Spanish. We will need support in securing translators for additional languages, including Hmong, Vietnamese, Russian, Marshallese and Chinese.

The Alma team will seek a point of contact in the district to work with us, meeting on a regular basis to review progress on the search. Typically, we will meet either weekly or biweekly to ensure the project is moving forward on time and on schedule. Additionally, we will establish a secure site for communication and sharing of documents, including project plans, stakeholder engagement templates and notes, candidate materials, and interview protocols. We work with our clients to utilize the technology system (Sharefile, Google, Dropbox) which allows ease of accessibility and security.

We will also seek a point of contact from the search committee to work with us, meeting on a regular basis to review progress on the search. We can determine the appropriate frequency of check-ins when the project launches.

The successful completion of a search requires regular communication, responsiveness, and quick turnaround when candidates are at the finalist stage. Therefore, we would ask the following of the district:

- Maintain regular contact with Alma as they interview candidates, providing feedback within 2 business days of any interview.
- Move approved finalists from interview to final decision within 3 weeks. If an organization takes longer and loses any finalist, additional expense may be required to continue the search and identify new candidates.
- In such a case, we will ask the organization to complete final payment to Alma and negotiate new payment if continuing the search.

Promotional Material:

- Cleveland Metropolitan School District Superintendent Search - our efforts, in partnership with CMSD, resulted in 63 1:1 interviews, nearly 1200 focus group participants, 200+ community gathering attendees, and over 3700 survey responses, to involve the community and key stakeholders in the Superintendent search process



- Portland Public Schools (Maine) Superintendent Search - working alongside the dedicated team at Portland Public Schools, our outreach efforts resulted in 162 participants in interviews and focus groups, 150 participants in both in-person and virtual community gatherings, and over 1400 survey respondents (survey was available in 8 different languages, both online and in print) to ensure outreach to include those not typically well represented



- Cincinnati Public Schools Superintendent Search - example of a job posting, resulted in Superintendent being selected. K-12 Dive named her one of 5 Superintendents to watch in January 2023 (<https://www.k12dive.com/news/5-superintendents-to-watch-in-2023/639945/>)



Cincinnati Public Schools Job Description – Superintendent

Who We Are

Cincinnati Public Schools (CPS) is the third largest district in the state of Ohio, serving approximately 36,000 students in 65 schools, including 13 high schools, 47 elementary schools and 5 K-12 schools. As a result of our steadfast dedication to the whole child and our innovative programs and supports, we remain one of the few urban school districts in the US experiencing growing enrollment year over year. CPS strives to create a supportive learning environment with a rigorous curriculum that allows all learners to create, connect and engage in the world around them. Central to the district's success are the dedicated teachers and administrators who possess a growth mindset and are committed to creating a system of continuous improvement, implementing strategic interventions, and evaluating their performance. CPS has a rich and diverse history of innovation serving the community and creating long lasting community partnerships all dedicated to removing barriers, ensuring equity and enabling a strong education. CPS is renowned for its Community Learning Centers and school-based health centers, enabling schools to truly serve as the centers of their communities, providing holistic health and mental health services to students and families. We also offer accredited Montessori programming, including at the high school level. The district has expanded access to preschool for all students. We are the first and currently the only school district in the state of Ohio with a COVID vaccine policy, and we are proud of our recently approved [anti-racism policy](#), as well as our [Equity and Excellence in Education Policy](#).

What You'll Do

The Superintendent will serve as the face of the district and our chief communicator of CPS. This role, along with the Treasurer, report directly to the Board of Education. While CPS is proud of our accomplishments, there is much left to do on behalf of our students, and the Superintendent will bring the vision and leadership skills necessary to build on our successes to date, while tackling the challenges and opportunities that lie ahead. Key leadership responsibilities for our next Superintendent include the following:

Your Key Responsibilities (The "What")

- **Foster an intentionally inclusive and diverse school system, supporting the whole student for strong academic achievement and growth**
 - Build on CPS's track record of whole student supports and ensure an immediate focus on social emotional learning supports and safety for students.
 - Adopt instructional models and structures based on practices that are research based, culturally responsive and demonstrated to be effective and desired by families.
 - Address systemic racism and other '-isms': confront through analysis, action, and how the district is addressing persistent systemic segregation and inequities in order to improve the experience of students, teachers, staff and families of color.
 - Advocate for learning environments that fully support multilingual learners and students with diverse learning needs.
 - Make a positive impact on student learning, with a balanced focus on academic rigor, proficiency and student growth over time.
 - Prepare our students for career and college, by strengthening programming from PK-16. This begins early with more students reading by 6, all the way to high school graduation, ensuring that students graduate with credits for college and on a path to a career.
 - Continue to expand and strengthen program opportunities into neighborhood schools, advanced placement offerings, career and technical education, and our academic learning centers.



- **Strengthen relationships and foster an environment of increased trust with the Board and the community to build a unified vision**
 - Communicate and collaborate with all members of the board, advising the board on initiatives and issues in the district; provide leadership to enable the board to function effectively. This includes fostering an open relationship and clear vision for role clarity between the Board and Superintendent.
 - Strengthen communication and collaboration with parents to enhance learning for their own children and all children.
 - Expand trust, partnership and connection with our community, learning what matters to our families and our communities to inform key decisions and priorities for the district.
 - Our relationships with employee associations in the district are vital to our success. Our Superintendent will continue to strengthen partnerships and collaboration with our unions.

- **Develop and implement a clear strategy for the future of the district**
 - During the summer of 2018, CPS created a [community-designed three-year strategic plan](#), which has guided the work of the district over the three years since. Our strategic plan completes in the 21-22 school year. Our next Superintendent will have the opportunity to engage our community once again, and lead the development of our next strategic plan.
 - The Board sees the strategic planning process as essential to establishing the future vision of the district, with a focus on innovation in all areas, including the support of green community initiatives and furthering our goals for student success in every classroom.

- **Support a Thriving Workforce:**
 - We know that our most important factor in closing opportunity gaps is to attract, retain and develop our school leaders and teachers, who are central to student success. We must continue to support strong leadership development programs – of both school leaders and teacher leaders – and we are fully committed to investing in the growth and development of our educators.
 - Recruit, retain, develop and inspire highly effective staff at every layer of the organization, with a particular emphasis on diversity, fair and equitable compensation, and the implementation of culturally-responsive education practices.
 - Create the conditions where staff collaborate, feel supported and are able do their best work on behalf of the students they serve.

- **Leading effective systems and efficient operations within the district:**
 - Manage the day-to-day operations of the district within the policy parameters adopted by the Board, assuming responsibility and authority for the planning, operation, supervision, assignment, and evaluation of the programs, services, staff, students and facilities of the district.
 - Starting from the leadership team through the organization, assess and ensure a strategic organizational structure that is optimized to provide efficient service, strategic problem solving and customer service mindset in support of each school's success.
 - Address operational challenges, including transportation, busses and staffing. Build on technology strengths and narrow our digital gaps.
 - Focus on developing professional development and competencies of staff through precise, individualized professional learning aligned with achievement goals.
 - Make recommendations regarding selection or termination of the district's staff, consistent with laws of the state and district policy.



The Skills You'll Need to be Successful (The "How")

- **Student-Centered Decision Making**
 - Put students first, in all aspects, ensuring holistic support while strengthening academic programs and instructional practice.
 - Lead courageously, centered in children, and seek out the voices of marginalized communities to ensure diverse input on key decisions.
 - Engage in transparency in decision making and share with stakeholders how their input informed the district's decisions.
 - Demonstrate belief and hold self and others accountable for reaching high academic achievement of all students.

- **Commitment to Equity**
 - Recognize race and power dynamics playing out within our organization at all levels and interrupt those inequities through honest and difficult conversations and actions.
 - Address matters of race, equity and bias in how decisions are made with clarity, confidence, humility, historical context, and empathy.
 - Foster, promote, and drive a culture of inclusion in the organization and commit to improve DEI practices in the district's planning, prioritization and implementation of key initiatives.
 - Build authentic relationships across lines of difference (race, ethnicity, gender, age, socioeconomic background, LGBTQ status, etc.) both internally and externally.

- **Innovative and Inspirational Leadership**
 - Build on the organization's past successes and commit to continuous improvement through analysis, inquiry and assessment of results and alignment to district strategic priorities.
 - Lead the organization through strategic planning and mobilize the community behind a unified vision, goals and key priorities.
 - Facilitate and secure buy-in for a clear and compelling vision of innovation and organizational excellence.

- **Effective Relationship Building and Communication**
 - Serve as an ambassador for CPS students, building effective relationships with city and community leaders, helping to tell the story of CPS's successes, and successfully advocating when needed to ensure that the district is able to meet students' needs.
 - Challenge assumptions and preconceived notions when needed to avoid distraction from core priorities and goals in the better interest of student success.
 - Build trust among board members, district staff, teachers, and leaders, and core stakeholders to establish a shared vision for the district.
 - Communicate effectively, tailoring messages for the audience, context, and mode of communication.
 - Listen compassionately with an open mind - seeking to fully understand community members and stakeholders perspectives before establishing the direction forward.
 - Navigate politically complex structures, relationships and dynamics to challenge ideas and enable thoughtful decisions and positive outcomes for students.
 - Maintain visibility and work collaboratively with diverse stakeholders at all levels.

- **Extraordinary Team Leadership and Management**
 - Effectively balance the tension between local site based decision making, empowered school leaders and the vision/need for coherence and equity across all schools.
 - Build, inspire, manage and coach an effective senior leadership team/Cabinet to achieve ambitious goals aligned with the strategic plan.



- Hold self and others accountable for high standards of performance, communication, collaboration and transparency toward the achievement of key goals and priorities.
- Model and foster conditions for professional growth and organizational learning through continuous feedback, honesty, and coaching.

What You'll Bring

- Successful experience working in diverse economic, multicultural, and multilingual communities and environments. Proven cultural-competence skills with a history of inclusive and relevant equity practices.
- Demonstrated track record of success with improving student and/or organizational outcomes and data-driven decision making.
- Advanced knowledge of public school policy and law, procedures and management. Thorough understanding of national, state and local educational goals and standards required to advance PK-16 public education.
- A deep commitment to the importance of public education and advocacy for all students.
- 10 years of senior leadership experience at progressive levels of responsibility with evidence of successful development and organizational outcomes.
- Experience working in conjunction with a board to identify priorities, establish goals, monitor progress, and produce outcomes in service to stakeholders.
- A growth mindset and belief that continuous improvement happens through constant learning.
- Ability to navigate uncertainty and ambiguity in times of tremendous change, and to prioritize work efforts to achieve overall strategy as defined in collaboration with the Board of Education.
- Eligible for a Superintendent's license in the State of Ohio.

Want to Learn More?

We invite qualified candidates for the role of Superintendent at Cincinnati Public Schools to express interest in the role by visiting the [Alma Advisory Group website](#).

What We Offer

Salary for this integral leadership position is competitive, and commensurate with prior experience. In addition, a comprehensive benefits package will be included in the ultimate offer for the identified sole finalist. We look forward to discussing details with you as the interview process progresses.

The Cincinnati Public School District provides equal educational, vocational and employment opportunities for all people without regard to race, gender, ethnicity, color, age, disability, religion, national origin, creed, sexual orientation, or affiliation with a union or professional organization, and provides equal access to the Boy Scouts and other designated youth groups. The district is in compliance with Title VI, Title IX and Section 504 of the Vocational Rehabilitation Act. For additional information, contact the Title IX Coordinator or Section 504 Student Coordinator, (513) 363-0000.

Part V - RFP Price Form

REQUEST FOR PROPOSAL PRICE FORM

Sacramento City Unified School District
5735 47TH Avenue
Sacramento, CA 95824

RE: Request for Proposal – Superintendent Search

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of Alma Advisory Group, LLC, having carefully examined the Notice to Proposers, the Instructions, and the Specifications for the proposed Superintendent Search Services, proposes to perform the contract, including all of its component parts, and to furnish all services, and taxes called for by them for the entire order, as follows:

Amount of proposal \$129,157

SUBMITTED BY:

Alma Advisory Group, LLC

COMPANY

1525 E 53rd St, Ste 530

ADDRESS

Chicago, IL 60615

CITY/STATE/ZIP



SIGNATURE

Monica Santana Rosen

PLEASE TYPE OR PRINT NAME

Chief Executive Officer

TITLE

8/8/2023

DATE

312-799-9642

PHONE

Part VI - Non-Collusion Declaration

NON-COLLUSION DECLARATION

State of California)
)
County of Cook (Illinois)) ss.

I, Monica Santana Rosen, being duly sworn, declare that I am Chief Executive Officer of Alma Advisory Group, LLC, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his/her/their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 8th day of August, 2023 at Chicago, Illinois California.



Signature

Part VII - Addenda Form

ADDENDA

The undersigned acknowledges receipt of the following addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your proposal.

Addenda No. N/A Dated N/A

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Proposer Alma Advisory Group, LLC



Superintendent Search Proposal for



August 8, 2023



449 W. Foothill Blvd., #427
Glendora, CALIFORNIA 91741
(916) 520-4951

WWW.LEADERSHIPASSOCIATES.ORG

ERIC ANDREW ♦ KENT BECHLER ♦ TOM CHANGNON ♦ MARC ECKER ♦ RICHARD FISCHER ♦ SALLY FRAZIER ♦ JUAN GARZA ♦ PEGGY LYNCH ♦ MIKE MILLER ♦ DENNIS SMITH ♦ RICH THOME ♦ SANDY THORSTENSON ♦ DAVID VERDUGO

SENT VIA EMAIL

August 8, 2023

Chinua Rhodes, Board President
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Dear President Rhodes and Sacramento City Unified School District Board of Trustees:

Leadership Associates is pleased to submit a proposal to partner with you and your district to select a new superintendent.

Our firm has worked with a wide variety of school districts throughout California since our founding in 1996. Since that time, Leadership Associates has completed more than 650 executive searches, with the majority being superintendent searches, for California school boards. More than 85% of the superintendents selected have remained in their positions for more than five years.

Our intentionality to support the diverse student population in California is reflected in our recruitment efforts. We work diligently to ensure the candidate pool includes candidates that have a proven track record of experience in culturally proficient practices that have proven successful in addressing educational equity gaps. In fact, this past year, 63% of the individuals selected by school boards where Leadership Associates led the search were women or persons of color. This approach is made possible through the extensive network of our diverse partners who have expertise leading school systems through an equity lens. We believe this deep commitment has been the key factor contributing to our unparalleled successful placement of high-quality superintendent candidates across the state. We will dedicate ourselves to ensuring you have the finest and most diverse pool of candidates from which to select to serve as your new superintendent. (See equity and diversity statement included in our proposal.)

In addition to working with the District on several successful searches, our work includes partnering with Boards in several similar and/or nearby districts such as ABC Unified School District, Mt. Diablo Unified School District, Folsom Cordova Unified School District, Fontana Unified School District, Gilroy Unified School District, and San Rafael City Schools. Through the continued participation of several of our partners in education organizations such as the California Collaborative for Educational Excellence (CCEE) and the California County Superintendents Educational Services Association (CCSESA), we have remained current on key education policy and system wide developments including Local Control and Accountability Plan (LCAP) and Local Control Funding Formula (LCFF) legislation. We have a strong record of success in helping districts find superintendents who meet the profile developed by the Board with extensive engagement from staff, parent leaders and community led by Leadership Associates.

Through our years of experience, we have come to understand and respect the uniqueness of each board and district. While there are similarities among districts, we believe that each district has a unique culture that is important to respect and understand. There are many good superintendent candidates but only some will be the right match for your school district. It is our job and our commitment to you to find those candidates that best match your ideals and beliefs as a district.

In considering the uniqueness of Sacramento City Unified School District, we are aware and respectful of the District's accomplishments and priorities:

- Long History of Tradition and Excellence
- School Plan For Student Achievement
- Equity, Access & Social Justice Guiding Principles
- Measure H Bond Referendum
- CSBA Golden Bell Awards
- Rosemont High School Robotics Team
- SCUSD's Central Kitchen Award
- SCUSD's Get To Know Us Fair

We would welcome the opportunity to partner with the Board to discuss the search process, including options for staff and community input, an overview of the potential candidate pool, timeline, and the importance of maintaining a confidential process. We also want to obtain from the Board and subsequently from staff, parents and community groups' perspectives on District strengths and challenges as well as the desired qualities and characteristics of the new superintendent. As native speakers, Blanca Cavazos and David Verdugo have experience engaging Spanish-speakers in community input sessions. Once this is done, we will prepare a summary report for the Board, develop a position description for Board review, and begin recruiting and vetting candidates who will be an excellent fit for you to choose from to serve as your next superintendent.

If our firm is selected, Blanca Cavazos, David Verdugo and Sally Frazier will be the lead consultants actively involved with this search. We are highly proficient in this field and are also former superintendents with many years of experience. In addition, to ensure the widest possible pool of qualified candidates, all partners who are located in various geographical regions of the state will actively support and assist with the search. Profiles of each partner are provided in the Qualification Statement of our proposal. We will use our extensive leadership network at the state and national level to help find the best candidates for this exciting, challenging, and rewarding position.

We look forward to having an opportunity to discuss this proposal with you and address any questions you may have. We realize how important it is for the Board to have a relationship with its search firm that is based on trust and respect. We will be fully committed to you and will provide the Board with high quality candidates who are a good match for the special community that is the Sacramento City Unified School District.

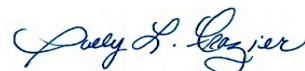
Respectfully,



Blanca Cavazos, Ed.D.
Lead Consultant
Leadership Associates



David Verdugo, Ed.D.
Co-Lead Consultant
Leadership Associates



Sally Frazier, Ed.D.
Co-Lead Consultant
Leadership Associates



TABLE OF CONTENTS

Part I: Introductory Letter	1-2
Part II: Table of Contents	3
Part III: Background and Experience	
Partner Qualifications and Experience	4-8
Executive Summary	9
Qualification Statement	10
References	11
Diversity and Equity Statement	12
Leadership Associates Search List	13-16
Commendations	17-19
Part IV: Statement of Work/Action Plan	
Search Process Flow Chart	20
Search Process Plan	21-22
Proposed Timeline	23
Part V: RFP Price Form	
Proposal Price Form	24
Fee and Summary of Services	25
Sample Services Agreement	26
Part VI: Non-Collusion Declaration	27-29
Part VII: Addenda Form	N/A

Lead Consultants and Contact Information

Blanca G. Cavazos, Ed.D.

661.491.0177

bcavazos@leadershipassociates.org

Sally Frazier, Ed.D.

559.232.5476

sfrazier@leadershipassociates.org

David Verdugo, Ed.D.

562.810.6249

dverdugo@leadershipassociates.org



Leadership Associates

449 W. Foothill Blvd., #427

Glendora, CA 91741

www.leadershipassociates.org

Sarena Fairrington

Executive Assistant

916.520.4951

sfairrington@leadershipassociates.org



PARTNER QUALIFICATIONS

QUALIFICATIONS OF LEAD CONSULTANTS

Blanca Cavazos, Ed.D., – Partner

Blanca Cavazos served as Superintendent of the Taft Union High School District for over eight years. Prior to becoming Superintendent, she served as Chief Instructional Officer for Kern County Superintendent of Schools. Her previous administrative roles include Task Force Administrator, High School Principal, Assistant Principal of Instruction and Assistant Principal of Special Services. Dr. Cavazos serves as a Director-At-Large on the State Board of Directors for the Association of California School Administrators (ACSA). She has also served as adjunct lecturer for the Educational Administration, Secondary Education, Bilingual Cross-cultural Education and Modern Languages programs at California State University, Bakersfield. Her experience includes coaching administrators at the high school and elementary levels, building collaborative labor-management partnerships, and leadership development. Recognitions include Educational Leadership Award from ACSA Region XI, (2021); induction into the California State University, Bakersfield Alumni Hall of Fame, Businesswoman of the Year by the Kern County Hispanic Chamber of Commerce, (2020); runner up for the National Association of School Superintendents Superintendent of the Year Award; and Superintendent of the Year Award from ACSA Region XI, (2019). An educator for 39 years, Dr. Cavazos graduated from Arvin High School, (Kern High School District), where she taught and later served as principal for 13 years. Her three sons, who also attended Arvin High, graduated during her tenure there.

Sally Frazier, Ed.D. – Partner, Lead Facilitator

Sally was elected Madera County Superintendent of Schools for six consecutive 4-year terms. She received her Doctorate from University of Southern California, and her Master's and Bachelor's degrees from California State University, Stanislaus. Sally served the California County Superintendents' Educational Services Association as President, Legislative Chairperson and numerous terms on its Executive Board. She was CCSESA's representative to ACSA's Superintendents Committee and its liaison to the Springboard Schools Board of Directors. Sally chaired CCSESA's Commission on the Organization of Policy Groups, Organizing for Action. Sally was appointed by former State Superintendent of Public Instruction, Delaine Eastin, to the Education Commission for Technology in Learning. Sally was also appointed by Governor Schwarzenegger to the Advisory Commission on Juvenile Justice and Delinquency.

David J. Verdugo, Ed.D. – Partner

David served as Superintendent for the Paramount Unified School District (17,000 ADA) in Los Angeles County for 9 years. He also served as Assistant Superintendent of the Placentia-Yorba Unified School District (25,000 ADA, Director of Secondary Education, Principal at both Elementary and High School levels, teacher, and coach. He has a total of 43 years in the field of education spanning Grades K-12. His duties have included school facility management, extensive involvement with budget development, implementation of technology programs, employer/employee relations, curriculum and instructional strategies, and organizational development. His experience includes serving students of diverse populations and socioeconomic levels in urban and suburban settings. He was named the Association of California Administrators (ACSA) Region XIV Superintendent of the Year; received the California State University, Long Beach Outstanding Superintendent Leadership Award in 2012; the ALAS, Association of Latino Administrators and Superintendents; National Outstanding Educator Award in 2013; and, in 2020, was inducted into the University of Southern California USC Rossier School of Education "Hall of Fame", making him only the 23rd recipient of this prestigious award. He earned his Bachelor's Degree from Whitworth College in Spokane, Washington and his Master's Degree from the University of La Verne. His Doctoral Degree in Educational Administration was earned at the University of Southern California. Dr. Verdugo is a past Governing Board member to AASA and has addressed and spoken on State and National topics from building a case for reform to the importance of Arts in schools. He was the Executive Director of the California Association of Latino Superintendents and Administrators (CALSA) until 2019, as well as the former Superintendents' Leadership Academy Director for the Association of Latino Administrators and Superintendents (ALAS) based in Washington, D.C.



QUALIFICATIONS OF SUPPORTING CONSULTANTS

Eric D. Andrew, Ed.D. – Partner

Dr. Andrew began his education career in 1979 as a teacher in Claremont Unified School District, where he taught students in kindergarten through sixth grade, and later became a site principal for elementary, middle and high school levels. Dr. Andrew served as Director of Student Services in Redlands Unified School District, served as an Assistant Superintendent of Educational Services in Glendora Unified School District, and later became Superintendent of the Campbell Union School District, a position he held for seven and a half years. Dr. Andrew is currently the President of the Region 8 Retiree Charter, a Region 8 Executive Consultant, and is on board California Association of African American School Administrators (CAAASA) and Santa Clara County Alliance of Black Educators (SCCABE). He also serves as an active member of the California Association of Latino School Administrators (CALSA). As a well-respected equity-focused administrator and instructional leader, he has earned several distinctions, including being named a finalist for the National Association of School Superintendents (NASS) Superintendent of the Year (2017). Dr. Andrew has been recognized by the Association of California School Administrators (ACSA) as the Region 8 Superintendent of the Year (2014), the State and Region 15 Central Office Administrator of the Year (2009), and the Region 12 Pupil Services Administrator of the Year award (2005). He holds a master's in education from Cal-Poly, Pomona, an administrative credential from Cal State San Bernardino and a doctorate in education from the University of LaVerne.

Kent L. Bechler, Ph.D. – Partner, Executive Leadership Development

Kent served as superintendent of the Corona-Norco Unified School District, the 9th largest school district in California until his retirement in 2012. The district was named a 2012 finalist for the \$1 million Broad Prize for Urban Education. He also served as superintendent in Walnut Valley Unified and Duarte Unified School Districts. Kent received a Bachelor's Degree in social work from Azusa Pacific University, a Master's Degree in educational administration from California State University, Los Angeles and a Ph.D. in education from Claremont Graduate University. Kent has extensive training experience in management, leadership, systems, policies and procedures, strategic planning, labor relations, and developing collaboration and teamwork within organizations. His academic work includes teaching adjunct classes at the university level and consulting with educational institutions, businesses, and other organizations. During Kent's 32-year career in K-12 education, he served in professional organizations including Association of California School Administrators (ACSA), California Collaborative on District Reform, American Association of School Administrators (AASA), Southern California Superintendents, Urban Education Dialogue and Educational Research Development Institute (ERDI).

Tom Changnon – Partner

Tom served as Stanislaus County Superintendent of Schools from 2007-2019. In his 12 years in office, Tom championed Civics Education, Character Development, Parent Involvement and Career Technical Education (CTE) programs. He earned his BA degree from Stanford University, Master Degree(s) in School Administration (St. Mary's, USF), and Teaching Certifications from College of Notre Dame. Tom has over 40 years of education experience at the elementary, middle, and high school levels. He also served as Assistant Superintendent and Superintendent prior to his election as the County Superintendent. Tom is an active member of the Association of California School Administrators (ACSA) serving on many local, regional, and state committees including ACSA's Small School District Committee. Tom has received a number of awards, including being selected twice for the Bill Ullom Award and twice a recipient as the regional Superintendent of the Year award. In 2018, he received the Chamber Lifetime Citizen Achievement Award. Tom played intercollegiate baseball while at Stanford University and was drafted by the Houston Astros Baseball organization as a left-handed pitcher. He played a few years in the minor leagues before an arm injury ended his career. He still is an active snow and water ski enthusiast and loves camping and flyfishing. Spending time with his two children's families and the four grandchildren are a high priority for Tom as he lives his life with passion!

Marc A. Ecker, Ph.D. – Partner, Chief Financial Officer

Marc retired in December 2014 as Superintendent of the Fountain Valley School District for 18 ½ years in that position. He served as Chair of the Orange County Special Education Alliance and is a past president



of the Orange County Superintendents' Organization. Marc is a past State President of the Association of California School Administrators (ACSA) and served as the Interim Executive Director for 2021-22. He served with other leading superintendents in providing input and advice on the development of the Local Control Funding Formula to the Governor and his staff. He also served on the State Public Schools Accountability Act Advisory Committee and two terms on the Financial Crisis Management Assistance Team Advisory Board. Marc is the financial officer for the California League of Schools and served as president of the Association of Middle Level Education. He is a full-time faculty member at California State University, Fullerton in the position of Distinguished Professor in the College of Education. He directs the ACSA mentor program and is a sitting Executive Member of the Schools First Federal Credit Union Board of Directors. Marc received his Bachelor's Degree from UCLA, his Master's Degree from California State University, Fullerton and his Doctorate from Alliant University.

Richard Fischer – Partner

Rich served as Superintendent of Schools for 19 years in the Mountain View Los Altos Union High School District, Lake Tahoe Unified School District and the Harmony Union School District. He currently serves as Director of the Executive Leadership Center and is also a member of the El Dorado County Board of Education. Rich has been Director for the ACSA Superintendents' Academy and presenter and trainer for California Association of School Business Officials, California Foundation for Improvement of Employer-Employee Relations (CFIER), California State Superintendents' Symposium, El Dorado County Instructional Leaders - Series on Effective Leadership Techniques, Leadership Mountain View, and California School Leadership Academy. He has been honored as ACSA Regions 1,2,3 Superintendent of the Year and Administrator of the year as well as being named Los Altos of the Year in 2006. Rich received his Bachelor of Arts Degree from California State University, Northridge and his Master's Degree from California State University, Sacramento.

Juan Garza – Partner

Juan has been a superintendent for 15 years in Kings Canyon Unified School District, a district that has 22 schools. He has worked 27 years in the district that serves Reedley, Orange Cove and the communities of Navelencia, Squaw Valley, Dunlap and Miramonte. He was inducted into the Reedley Chamber of Commerce Hall of Fame, has been awarded Administrator of the Year, and has been a featured keynote speaker in various workshops on topics such as *Building Effective Governance Teams*, and *Working With the Members of your Rural Communities*, sponsored by Lozano Smith. Mr. Garza is also an active member of the California Association of Latino Superintendents and Administrators, (CALSA), where he has presented as part of a panel featured in CALSA workshops.

Jacqueline Horejs, Ed.D. – Partner

Dr. Horejs is a seasoned educational professional with a firm belief that leadership matters for student, school, and district success. Her professional experiences over 40 years in education have provided her with a multi-faceted skill set and understanding of the needs of educational leadership. Dr. Horejs successfully served nine years as the Superintendent of Union School District, in San Jose, CA. Prior to serving as Superintendent, she worked as the Director of Instructional Services at the County Office and the Regional Director for the Statewide System of School Support, and later as the Assistant Superintendent for Educational Services in Gilroy Unified School District. In those roles she has led initiatives for organizational alignment, strategic planning, community engagement, multi-tiered systems for student support, and school improvement. She has served as the Interim Director of the Preliminary Administrative Credential Program at the Santa Clara County Office of Education and is currently a coach and instructor in the Tier 2 Clear Administrative Credential Program. She holds a Bachelor of Arts Degree from the University of Illinois, a Masters in Educational Administration from San Jose State, and a Doctorate in Educational Leadership from USC. Since retiring in 2015, she has been conducting Executive Searches, facilitating Governance Workshops and Superintendent Evaluations, and coaching Superintendents and other administrators.

Peggy Lynch, Ed.D. – Partner

Peggy served as Superintendent for San Dieguito Union High School District in San Diego County until her retirement in April 2008. She also served as Superintendent of the Brea Olinda Unified School District in North Orange County for seven years, part of her nearly 14 years serving as a superintendent. Peggy has experience conducting executive searches since 2009, and has facilitated or assisted in the facilitation of



more than 60 executive searches. She received her doctorate from the University of La Verne, her Master's Degree from Fullerton and her Bachelor's Degree from Parsons College in Iowa. Peggy chaired the ACSA Orange County and San Diego County Superintendents, was chair of the ACSA Superintendents' Symposium and ACSA's State Annual Conference. Peggy has received recognition from various organizations, including Southern California Women in Educational Management, Stanford University School of Engineering and the PTA. She has also co-authored several books, including *Effective Superintendent-School Board Practices; The Superintendent's Planner, A Monthly Guide and Reflective Journal;* and *Eight at the Top: A View Inside Public Education.*

Dennis M. Smith, Ed.D. – Partner, Search Lead

Dennis served as Superintendent of Schools for the Placentia Yorba Linda Unified School District (27,000 ADA) in Orange County until his retirement in June 2012. He also served as superintendent of the Orange County Public Schools in Orlando, Florida, the 16th largest school district in the United States. Prior to that, he served as superintendent of the Irvine Unified, Cajon Valley Union and Laguna Beach Unified School Districts. Dennis served a total of 26 years as a Superintendent of Schools. Dennis has experience conducting executive searches since 2005 and has facilitated or assisted in the facilitation of more than 70 executive searches. Dennis was recognized as one of the top 100 Executive Educators in North America by the National School Boards Association, one of the 89 Rising Stars to Watch by the Los Angeles Times, one of the 100 Most Influential Business Leaders in Central Florida by the Orlando Business Journal, and the ACSA Region XVII Superintendent of the Year. He also served as President of the Southern California Superintendents' Association. Dennis received his Bachelor of Arts and Master's Degree from Arizona State University and his Doctorate from the University of Arizona. In addition, he has been an adjunct faculty member at California State University, Fullerton. Dennis has spoken at the local, state, and national level on Board- Superintendent relations, Strategic Planning and Goal Setting and Organizational Management. He has consulted with school districts across the United States assisting school boards with superintendent searches and conducting workshops, trainings and organizational efficiency audits.

Rich Thome – Partner

Rich Thome served as Superintendent of the South Bay Union and Cardiff School Districts in San Diego County, as well as the Assistant Superintendent of Technology and Human Resources at the San Diego County Office of Education. He is a Partner in Leadership Associates, a Superintendent Search Firm. In this capacity he has conducted over 120 executive searches and 195 Board Workshops since 2003. Rich joined Leadership Associates and has been in the firm for 17 years, joining in 2006 as a search consultant. He also served as Director, Professional Learning in the Mobile Technology Learning Center (MTLC), a research center in the School of Leadership and Education Sciences (SOLES), at the University of San Diego. He, prior to that assignment, served as Director Educational Leadership Development Center at the University. In addition, Rich was an Executive Coach for Pivot Learning Partners in Los Angeles and San Diego Counties. Previously, he served for 23 years in the (now 49,974 enrollment) Capistrano Unified School District as Assistant Superintendent in charge of 29 elementary schools, Director, Elementary Education Coordinator, Research and Instructional Technology, Elementary Principal and High School Teacher. Prior to that Rich served as a Middle School Teacher in the Pasadena Unified School District. He received his bachelor's degree from California State University, Los Angeles, and his master's from Pepperdine University. He is fluently bilingual in Spanish and received his Bilingual, Cross Cultural Specialist credential in California. Rich was awarded the prestigious Ohtli Award, awarded rarely by the Government of Mexico in 2008 for his 40 years of services to the Latino Community. In 2007 Rich was awarded the Excellence in Leadership Award by the University of California, San Diego and in 2006 he was awarded the Willie Velasquez Community Service Award. He has received the Honorary Service Award from the California Congress of Parents, Teachers and Students, and the Orange County Hispanic Educator of the Year Award.

Sandy Sánchez Thorstenson – Partner

Sandy Sánchez Thorstenson served as the Superintendent of the Whittier Union High School District for fifteen years having spent her entire 39-year career in Whittier Union. Prior to becoming Superintendent, Ms. Sánchez Thorstenson served as Assistant Superintendent, Educational Services, High School Principal, Assistant Principal and Teacher. The Whittier Union High School District, a minority-majority high school district with a student enrollment comprised of eighty-six percent Latino and sixty-nine percent socio-



economically disadvantaged students, has demonstrated remarkable gains in student achievement at every school, in multiple indicators and over time. Most importantly, Whittier Union has narrowed the achievement gap from 35% to 9% and has proven on behalf of their students that demographics do not determine destiny. The Association of California School Administrators selected Mrs. Thorstenson as California's 2016 recipient of the Marcus Foster Administrator Excellence Award and its 2012 California Superintendent of the Year for AASA. She was selected as ACSA's Region XV Superintendent of the Year for 2007. Sandra Thorstenson served as president of ACSA's State Superintendency Council, president of California City School Superintendents Association, and was a member of Southern California Superintendents' Association and Urban Education Dialogue. She also served on the board for Pivot Learning Partners and the board of directors for the Whittier Chamber of Commerce. Ms. Sánchez Thorstenson was appointed by Governor Brown as the superintendent representative of the five-member board of the California Collaborative for Educational Excellence and served as chair helping to launch the state agency focused on providing support and assistance to school districts throughout California. She is a member of the California Collaborative for District Reform and currently serves on the board of directors of the Soroptimist International of Whittier.



EXECUTIVE SUMMARY

Leadership Associates is a California executive search firm with a national reach that specializes in helping California School Boards find new superintendents. We have done so since 1996 and have assisted with more superintendent searches than any search firm working in California. Our success is based on the following key factors:

1. We view each district as unique and therefore work as partners with the Board to develop a customized approach that the Board may use to select its new superintendent.
2. We have developed processes that lead to the successful hiring of candidates who meet the profile developed by the Board. These processes include conducting extensive recruiting and thorough reference checking and working with the Board throughout the interview and contract approval process.
3. Our partners are all active educators and former superintendents with successful leadership experiences in a variety of districts and in state and national organizations.
4. We understand and respect the factors that contribute to a highly effective governance team. We are committed to helping Board members work collaboratively throughout the various phases of the selection process. Done well, a search will always strengthen the work of the Board and pave the way for a successful superintendent.
5. We bring the Board highly qualified candidates. We are proud of the high-quality leaders we have been able to bring forward for Board consideration in previous searches.
6. Our belief is that in order for superintendents to be successful they must have successful leadership experience leading and managing complex organizations. They should know what excellence in curriculum and instruction looks like and be deeply committed to equity. Their behavior must be of the highest integrity and reflect ethical values in their relationships with students, staff, community, and the Board. They must support powerful teaching and learning, build leadership capacity, and strengthen systems and processes that support high levels of achievement for all students.
7. We will always provide our best recommendations to the Board including those related to the hiring of specific candidates and the importance of maintaining a high degree of confidentiality so that the best possible candidates come forward.

In conclusion, we strongly believe Leadership Associates is the right match for your district. The superintendent position is one of the most challenging leadership positions in this country. It demands a unique knowledge base and skill set. The new superintendent will need to inspire the confidence of teachers, parents, and community leaders, build on the good work done by so many, but never be afraid to challenge everyone to do better and encourage innovative thinking wherever possible. We are the firm that will help the Board find that leader.



QUALIFICATION STATEMENT

EXPERIENCE AND QUALIFICATIONS OF THE FIRM

Leadership Associates has conducted over 650 executive searches in California since 1996. We have 16 partners, all active educators and former, successful California superintendents who reside throughout the state – north, south, and central valley. While we are dedicated to California school districts, we have networks throughout the country and have assisted many school boards in finding top candidates from outside the state.

A few other facts about the partners of the firm:

- All keep superintendent searches as their core work
- All have national and state-wide networks and alliances including Council of the Great City Schools; Urban Education Dialogue (UED); Association of California School Administrators (ACSA); California Association of Latino Superintendents and Administrators (CALSA); California Association of African-American School Administrators (CAAASA); California Collaborative for District Reform; (CCDR); American Association of School Administrators (AASA); Suburban School Superintendents; and California City School Superintendents
- All belong to organizations which include top and emerging leaders
- Three were California State Superintendent of the Year
- Three chaired ACSA's California state superintendent's committee; two were ACSA presidents
- A number are bilingual in Spanish
- Many facilitate workshops in districts throughout the state: board/superintendent relations; board/superintendent protocols; strategic planning; superintendent evaluations; team building; and instructional improvement. Several coach and mentor superintendents and other top district leaders
- Most have taught or are currently teaching leadership courses at universities
- All have received awards for educational and community work, regionally, statewide, and nationally; and one was honored by the Mexican Consulate
- Partners have authored or co-authored the following publications: A Practical Guide to Effective School Board Meetings; Eight at the Top; Superintendent-School Board Practices; and The Superintendent's Planner
- District/Board Executive Assistant and administrative staff receive ongoing support and guidance from highly qualified personnel with parallel district office experience



REFERENCES

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SUPERINTENDENT SEARCH**

	DISTRICT NAME AND ADDRESS	CONTACT NAME	TITLE	PHONE	EMAIL
1	ABC USD 16700 Norwalk Blvd. Cerritos, CA 90703	Soo Yoo	Board President (at time of search)	(562) 926-5566	soo.yoo@abcusd.us
2	Mt. Diablo USD 1936 Carlotta Drive Concord, CA 94519	Cherise Khaund	Board President (at time of search)	(925) 682-8000 x4541	khaundc@mdusd.org
3	Folsom-Cordova USD 1965 Birkmont Drive Rancho Cordova, CA 95742	Zak Ford	Board President (at time of search)	(916) 813-6658	zford@fcusd.org
4	Fontana USD 9680 Citrus Ave Fontana, CA 92335	Marcelino Serna	Board President	(909) 600-9027	Marcelino.Serna@fUSD.net
5	Gilroy USD 7810 Arroyo Cir Gilroy, CA 95020	Linda Pecino	Board President	(669) 205-4000	Linda.pecino@gilroyunified.org
6	San Rafael City Schools 310 Nova Albion Wy San Rafael, CA 94903	Linda Jackson	Board President (at time of search)	(415) 492-3200	ljackson@srcs.org



DIVERSITY AND EQUITY STATEMENT

Our Commitment

We are committed to meeting the needs of California's diverse student populations. Each partner shares a core belief that every student is entitled to a world class education and the opportunity to be served at the highest level of quality leadership. We are driven by a culture, a set of beliefs and core values that place equity at the center of our work.

Diversity Policy

We value diversity in the workforce and embrace the cultural and demographic dimensions of our state and country. We work diligently to recruit candidates who represent the range of personal and professional backgrounds, and experiences and perspectives that arise from a variety of cultures and circumstances. This includes persons of varying age, ethnicity, gender, disability, race, sexual orientation, gender identity, religion, political affiliation, socioeconomic and family status, and geographic region.

Equity

We work diligently to ensure equitable search practices for every candidate who is interested in the positions we are working to fill and the school districts we are partnering with. Our diverse partners consistently succeed at providing support for all candidates regardless of race, ethnicity, socioeconomic status, language, gender identity, disability, religion, family or marital status, or political affiliation. It is imperative to us that we involve all voices, cultures and perspectives of the diverse students, families and communities in our partner districts.



EXECUTIVE SEARCHES 2013-CURRENT

STATEWIDE

- | | |
|--|--------------------|
| 1. Association of California School Administrators (ACSA) | Executive Director |
| 2. California Collaborative for Educational Excellence (CCEE) | Executive Director |
| 3. California County Superintendents Educational Services Association (CCSESA) | Executive Director |
| 4. WestEd/GATES | Executive Director |

POSITION: COUNTY OFFICE OF EDUCATION SUPERINTENDENT

- | | |
|------------------------------|----------------|
| 1. Los Angeles County – 2011 | 1,500,000+ ADA |
| 2. Santa Clara County – 2008 | 275,000+ ADA |
| 3. Ventura County – 2021 | 135,312 ADA |

POSITION: SCHOOL DISTRICT SUPERINTENDENT (2013-Current)

<u>District</u>	<u>County</u>	<u>ADA</u>
1. Fresno USD	Fresno	73,356
2. San Francisco USD	San Francisco	58,865
3. Santa Ana USD	Orange	57,410
4. Capistrano USD	Orange	53,833
5. Corona-Norco USD	Riverside	53,148
6. Sacramento City USD	Sacramento	47,616
7. Oakland USD	Alameda	46,486
8. Riverside USD	Riverside	42,560
9. Stockton USD	San Joaquin	40,984
10. Fontana USD	San Bernardino	40,374
11. San Jose USD	Santa Clara	32,938
12. Anaheim Union HSD	Orange	32,085
13. San Ramon Valley USD	Contra Costa	31,900
14. Mt. Diablo USD	Contra Costa	31,013
15. West Contra Costa USD	Contra Costa	30,596
16. Bakersfield City SD	Kern	30,262
17. Modesto City Schools	Stanislaus	30,718
18. Orange USD	Orange	28,522
19. Saddleback Valley USD	Orange	27,803
20. East Side UHSD	Santa Clara	26,537
21. Rialto USD	San Bernardino	26,468
22. Placentia-Yorba Linda USD	Orange	25,821
23. Palm Springs USD	Riverside	23,332
24. Murrieta Valley JUSD	Riverside	22,950
25. Antelope Valley UHSD	Los Angeles	22,792
26. Tustin USD	Orange	22,761
27. Grossmont UHSD	San Diego	22,021
28. Lake Elsinore USD	Riverside	22,000
29. Hemet USD	Riverside	21,977
30. Pajaro Valley USD	Santa Cruz	20,438
31. Folsom-Cordova USD	Sacramento	19,865
32. Anaheim City SD	Orange	19,312
33. Alvorad USD	Riverside	19,255
34. Coachella Valley USD	Riverside	18,861
35. Riverbank USD	Stanislaus	18,750
36. Newport-Mesa USD	Orange	18,559
37. Antioch USD	Contra Costa	18,352
38. Panama-Buena Vista Union SD	Kern	18,250
39. Ventura USD	Ventura	17,430
40. Santa Rosa City Schools	Sonoma	16,700
41. Santa Maria-Bonita SD	Santa Barbara	16,665
42. Oxnard SD	Ventura	16,533
43. Burbank USD	Los Angeles	16,207
44. Cajon Valley Union SD	San Diego	16,059
45. Paramount USD	Los Angeles	15,681
46. Santa Clara USD	Santa Clara	15,509
47. Lancaster SD	Los Angeles	14,743
48. Walnut Valley USD	Los Angeles	14,658

<u>District</u>	<u>County</u>	<u>ADA</u>
49. Vallejo City USD	Solano	14,554
50. West Covina USD	Los Angeles	14,402
51. Fullerton SD	Orange	13,661
52. Etiwanda SD	San Bernardino	13,478
53. Livermore Valley USD	Alameda	14,305
54. Vacaville USD	Solano	12,561
55. Inglewood USD	Los Angeles	12,570
56. Acton-Agua Dulce USD	Los Angeles	12,523
57. San Dieguito UHSD	San Diego	12,485
58. Palo Alto USD	Santa Clara	12,357
59. Natomas USD	Sacramento	12,300
60. Metropolitan Education	San Jose	12,000
61. Oak Grove SD	Santa Clara	11,800
62. Upland USD	San Bernardino	11,665
63. Victor ESD	San Bernardino	11,531
64. San Lorenzo USD	Alameda	11,530
65. Evergreen School District	Santa Clara	11,385
66. Alameda USD	Alameda	11,299
67. Franklin-McKinley SD	Santa Clara	11,269
68. Merced City USD	Merced	11,009
69. Lucia Mar USD	San Luis Obispo	10,710
70. Pittsburg USD	Contra Costa	10,560
71. Azusa USD	Los Angeles	10,518
72. Berkeley USD	Alameda	10,340
73. Sequoia UHSD	San Mateo	10,238
74. Dublin USD	Alameda	10,000
75. Roseville City ESD	Placer	9,943
76. Los Alamitos USD	Orange	9,833
77. San Mateo Union HSD	San Mateo	9,760
78. Woodland JUSD	Yolo	9,658
79. Yucaipa---Calimesa Joint USD	San Bernardino	9,655
80. Ocean View SD	Orange	9,461
81. Westminster SD	Orange	9,264
82. Morgan Hill USD	Santa Clara	9,022
83. Santa Maria JUHSD	Santa Barbara	7,633
84. East Whittier City ESD	Los Angeles	8,829
85. Davis Jt. USD	Yolo	8,626
86. Sylvan Union SD	Stanislaus	8,261
87. Novato USD	Marin	8,078
88. El Rancho USD	Los Angeles	7,985
89. South Bay UESD	San Diego	7,682
90. San Rafael City Schools	Marin	7,200
91. Santa Cruz City Schools	Santa Cruz	7,092
92. Newhall SD	Santa Clarita	6,831
93. Fountain Valley USD	Orange	6,337
94. Newark USD	Alameda	6,294
95. Selma USD	Fresno	6,258
96. Lennox SD	Los Angeles	6,247
97. Ukiah USD	Mendocino	6,214
98. Brea Olinda USD	Orange	6,085
99. Patterson JUSD	Patterson	6,012
100. Newhall SD	Los Angeles	5,920
101. Alta Loma SD	San Bernardino	5,900
102. Santa Paula USD	Ventura	5,454
103. Monrovia USD	Los Angeles	5,404
104. Kerman USD	Fresno	5,310
105. Orcutt Union ESD	Santa Barbara	5,087
106. Oakley Union SD	Contra Costa	4,871
107. Buena Park SD	Orange	4,684
108. Moreland SD	Santa Clara	4,670
109. Charter Oak USD	Los Angeles	4,581
110. Sonoma Valley USD	Sonoma	4,564
111. Oak Park USD	Ventura	4,527

<u>District</u>	<u>County</u>	<u>ADA</u>
112. Benicia USD	Solano	4,526
113. San Lorenzo Valley USD	Santa Cruz	4,444
114. Belmont-Redwood Shores SD	San Mateo	4,308
115. Wiseburn USD	Los Angeles	4,301
116. Ravenswood City SD	San Mateo	4,296
117. Paradise USD	Butte	4,261
118. Duarte USD	Los Angeles	4,247
119. Martinez USD	Contra Costa	4,156
120. Lindsay USD	Tulare	4,150
121. Central UHSD	Imperial	4,104
122. Cypress SD	Orange	4,000
123. Brawley ESD	Imperial	3,980
124. Eureka City Schools	Humboldt	3,884
125. Lake Tahoe USD	El Dorado	3,872
126. Enterprise ESD	Shasta	3,846
127. Hanford Joint Union HSD	Kings	3,802
128. Amador County USD	Amador	3,829
129. Lemon Grove SD	San Diego	3,797
130. Mountain View-Los Altos UHSD	Santa Clara	3,753
131. Fillmore USD	Ventura	3,734
132. Goleta Union SD	Santa Barbara	3,718
133. Del Norte County USD	Del Norte	3,591
134. Los Altos SD	Santa Clara	3,576
135. Cabrillo USD	San Mateo	3,357
136. Cambrian SD	Santa Clara	3,349
137. Lafayette SD	Contra Costa	3,261
138. Corcoran USD	Kings	3,257
139. Pacifica SD	San Mateo	3,150
140. San Marino USD	Los Angeles	3,146
141. Mill Valley Elementary SD	Marin	3,086
142. Exeter Public Schools	Tulare	3,000
143. Standard ESD	Kern	2,979
144. South Whittier ESD	Los Angeles	2,918
145. San Bruno Park ESD	San Mateo	2,785
146. Oroville City ESD	Butte	2,696
147. Castaic Union SD	Los Angeles	2,568
148. Fowler USD	Fresno	2,562
149. Scotts Valley USD	Santa Cruz	2,482
150. Jefferson SD	San Joaquin	2,477
151. Carmel USD	Monterey	2,468
152. Farmersville USD	Tulare	2,463
153. Bear Valley USD	San Bernardino	2,453
154. Galt JUHSD	Sacramento	2,287
155. Lammersville JUSD	San Joaquin	2,200
156. Chowchilla ESD	Madera	2,193
157. Woodlake USD	Tulare	2,192
158. Red Bluff Union ESD	Tehama	2,178
159. Plumas USD	Plumas	2,130
160. Fort Bragg USD	Mendocino	1,917
161. Willits USD	Mendocino	1,907
162. Mariposa County USD	Mariposa	1,816
163. Byron Union SD	Contra Costa	1,686
164. Reed Union SD	Marin	1,556
165. Larkspur-Corte Madera SD	Marin	1,523
166. Colusa USD	Colusa	1,450
167. Chawanakee USD	Madera	1,423
168. Williams USD	Colusa	1,375
169. Las Lomitas ESD	San Mateo	1,336
170. Sierra USD	Fresno	1,323
171. Wilsona SD	Los Angeles	1,315
172. St. Helena USD	Napa	1,295
173. Guadalupe Union SD	Santa Barbara	1,280
174. Fall River JUSD	Shasta	1,209

<u>District</u>	<u>County</u>	<u>ADA</u>
175. Kentfield SD	Marin	1,177
176. Chowchilla UHSD	Madera	1,103
177. Taft UHSD	Kern	1,045
178. University Preparatory School	Shasta	900
179. Bass Lake JUSD	Madera	891
180. Lassen UHSD	Lassen	825
181. Banta ESD	San Joaquin	770
182. Wheatland UHSD	Yuba	739
183. Rancho Santa Fe SD	San Diego	700
184. Emery USD	Alameda	687
185. San Pasqual Valley USD	Imperial	654
186. Summerville UHSD	Tuolumne	624
187. Solvang SD	Santa Barbara	607
188. Shoreline USD	Marin	504
189. Fort Sage USD	Lassen	483
190. Calaveras COE	Calaveras	450
191. Eastern Sierra USD	Mono	417
192. Le Grand Union ESD	Merced	401
193. Kings River Union ESD	Tulare	476
194. Foresthill Union SD	Placer	396
195. Janesville Union SD	Lassen	386
196. Alview-Dairyland Union SD	Madera	367
197. Butte Valley USD	Siskiyou	276
198. Clay Joint ESD	Fresno	250
199. Westwood USD	Lassen	189
200. Ballard SD	Santa Barbara	143
201. McKittrick ESD	Kern	80
202. Alpine County USD	Alpine	75

POSITION: EXECUTIVE DIRECTOR/DIRECTOR

203. Amethod Public Schools (Charter)	Alameda/Contra Costa
204. Baldy View ROP	San Bernardino
205. Birmingham Community Charter HS	Los Angeles
206. Clayton Valley Charter High School	Contra Costa
207. Coastline ROP	Orange
208. East San Gabriel Valley SELPA	Los Angeles
209. Oxford Preparatory Academy	Orange
210. River Charter School	Sac/Yolo
211. San Diego COE	San Diego
212. San Ramon Valley SELPA	Contra Costa
213. So. Orange County SELPA	Orange
214. West End SELPA, San Bernardino COE	San Bernardino
215. West San Gabriel Valley SELPA	Los Angeles



BOARD COMMENDATIONS

Bass Lake JUESD: Thank you Sally. I cannot express enough how grateful I am that we chose you and Leadership Associates for this process. The confidence I felt, throughout this process, in your ability to guide us, was tremendous. The step-by-step process that you led us through was focused, intentional, and direct. It was a pleasure to be a part of something that was so well thought out, with excellence as your minimum standard. You are so good at what you do! I wish you continued success for all the districts that you work with in the future. They need you whether they know it or not!

Benicia USD: It is with immense gratitude, that we send you this note of appreciation for all that Leadership Associates did in supporting us with a successful Superintendent search. The care and concern for BUSD as well as the Benicia community was evident in the steps that you took as well as in the thoughtful process you engaged all stakeholders in to express their hopes for the District in our next Superintendent. On behalf of the BUSD Governing Board and the entire Benicia Unified School District, we thank you for matching us with the best candidate. We are excited about the state of the District and the direction of things to come.

Carmel USD: The entire process was extremely smooth and conducted with utmost respect for all parties involved. We were on time, and communication was regular, open and transparent. The most difficult part of the process was at the end of the interview process. The board had to choose only one candidate from the experienced pool of multiple candidates presented by Leadership Associates. We consider the superintendent search led by Leadership Associates an absolute success. The individual we hired is the perfect match for our students, staff and community.

CCSESA: It was a pleasure to have your outstanding team provide such an important service to this process! This is a critical position, and your team did a superb job in helping to ensure the process was collaborative, transparent and resulted in a selection of a top-notch person!"

Coachella Valley USD: I know it's easy to say "it's your job", but you and your group have always gone above and beyond for our district and we sincerely appreciate it.

Corcoran USD: We greatly appreciate how poised and supportive [Juan Garza] was with all our efforts as he guided us through the search. Working with [Leadership Associates] has been very enjoyable and we learned a lot.

East San Gabriel Valley SELPA: Thank you for assisting in getting us a great leader. He is collaborative, understanding of every member, parent's needs, inclusive of students, proactive, compassionate, and caring."

East Whittier City SD: Thank you for appointing Sandy Sanchez Thorstenson and Marc Ecker to supervise and coordinate our superintendent search. They ran the interviews like clockwork with plenty of time for reflection of each candidate at the end of the interview. We were presented with six outstanding candidates. It was challenging to decide which of them was the best fit for our District. We are confident that our choice of superintendent is that best choice. We were delighted to work with Sandy and Marc and will gladly recommend them as the premier search team.

Encinitas Union: Leadership Associates has years of experience in working with districts throughout California and their expertise was clearly evident when they provided us with an outstanding field of candidates. Their networking resources are unparalleled.

Eureka City Schools: Leadership Associates persevered and actively recruited candidates suitable for our unique location. Their combined knowledge and experience were invaluable. It had been 13 years since our district's last superintendent search, and they supported our board throughout the entire process.

Evergreen SD: Leadership Associates did an excellent job in our recent Superintendent Search process. This was the first time that our district has ever engaged in an external search process, and I found it much more rewarding and less stressful because of the superb support of Eric and Fred.

Folsom-Cordova USD: Leadership Associates received applications from California as well as other states in the country. They performed in-depth reference checks that resulted in a list of outstanding candidates to interview. Without their services as recruiters, we would not have had the rich field of candidates from which we eventually selected our new superintendent.

Fort Bragg USD: Leadership Associates brought to the search an impressive wealth and breadth of experience and contacts from large and small, urban and rural, coastal and inland school districts. Leadership Associates listened to us and recognized that although we are a small, rural district, we have high, twenty-first century goals for our kids.

Fountain Valley SD: Dennis and Peggy - We are so grateful for your service. Thank you for helping to make our lights shine strong in Fountain Valley!

Fowler USD: Leadership Associates was completely thorough from their initial proposal to the Board, through the actual hiring of a successful superintendent candidate. The communication to all members of the Board and the designated District contact was exemplary throughout the process. Parents/community members/staff felt very comfortable sharing with Leadership Associates representatives the various traits valued in our next Superintendent. The on-line survey they utilized was especially helpful for members of the community and parents, as it gave them an opportunity for their voice to be heard if they were unavailable to schedule a meeting in person.

Fremont USD: Thank you all so much for your support and diligent work finding a great pool of candidates and helping us to select the best of the best.

Fresno USD: Thank you to Leadership Associates for all your assistance in the process. As you know, only two of us were on the Board the last time a Superintendent was hired and at that time, there was no search process. It was invaluable to have the assistance of a team that has experience in the selection of a Superintendent.

Fullerton SD: Our Board was especially appreciative of the professional manner in which Leadership Associates reached out in a meaningful way to the educational community and listened to the direction of the Board of Trustees. I highly recommend Leadership Associates to any board seeking to conduct a thorough and in-depth superintendent recruitment and selection process.

Irvine USD: With an unprecedented number of superintendent vacancies across the state, we were impressed with Leadership Associates' ability to attract highly qualified candidates, due in no small part to their excellent reputation and exceptional attention to confidentiality.

Kentfield: Each of us is grateful for your great work on the search for Kentfield. We could not be more pleased by the thoughtful and extremely thorough search process. We particularly appreciated your flexibility, responsiveness, and creativity with the search over the past several weeks. Quite simply, you never skipped a beat with the search process, despite a global pandemic looming in the background. If there is ever a potential client on the fence about hiring you guys have them call me. They would be lucky to have you guys in their corner.

Lake Elsinore USD: Thank you all so much for your guidance and expertise in leading the search. It will be very difficult to replace our superintendent. However, we are certainly headed down the right path in Lake Elsinore Unified thanks to your support!

Lucia Mar USD: Thank you to Leadership Associates, especially Phil Quon and Fred Van Leuven, for leading our district through a professional and successful superintendent search. Your pre-search activities, outreach, screening, organization of materials and leadership was outstanding. We found our new superintendent and are confident we found a perfect fit."

Mt. Pleasant ESD: At every step of the way we found the services of the staff at Leadership Associates to be responsive to the specific needs of our district and the rapidly changing circumstances surrounding the [COVID-19] crisis. I highly recommend the services of Leadership Associates and specifically Eric Andrew and David Verdugo.

Newport Mesa USD: Thank you and your team for helping us with our search to ultimately find our new Superintendent! We were all impressed with the timeliness and thoroughness of the search performed by Leadership Associates. Your initial schedule was followed to the day, and we are all so appreciative of your professionalism in ultimately bringing Wes [Smith] to NMUSD. Additionally, your support in finding our Interim superintendent made the perfect addition to NMUSD for the 2-month bridge. The transition was seamless!

Oceanside USD: Their work with our administrative staff, our teachers, classified staff, and our community groups was excellent. They received praise for this work throughout our community. Our principals and central office staff were treated with utmost respect, and they were very complimentary of the professionalism of this search firm.

Palo Alto USD: We recognize the selection of a superintendent is the most important decision we make as a school board, Leadership Associates designed an effective process to get to know us and to meet our needs - including recruiting candidates who were not looking for a new position. Not only does Leadership Associates bring an incredible wealth of experience and competence to the task, they also are so personally engaging and professional that it makes the process most pleasant.

Panama-Buena Vista SD: Leadership Associates is well connected throughout the state. The process from beginning to end was well communicated and very organized. Leadership Associates is literally a "who's who" of educators in the state. A successful superintendent search and hiring was our goal and Leadership Associates delivered!

Placentia-Yorba Linda USD: Your diligence, patience, professionalism, and the confidential manner in which you conducted the search were exemplary. Indeed, one would be hard pressed to find a team to match the level of expertise and recognition within the professional learning community which you so ably employed on our behalf.

Plumas USD: I thoroughly enjoyed working with Rich and Tom. They provided guidance throughout the entire process. Both were committed to ensuring we had the most qualified candidates based on our district's needs. They took the time to understand the needs of the district, board, communities, and parents. They helped us to trust the process and our decision-making process. Selecting a superintendent is one of the most important decisions boards make. I was happy to have Rich and Tom offering support, encouragement, and advice.

Santa Maria JUHSD: Great candidates! Appreciate your thorough vetting; best work yet for this district. My first-choice search firm does it again!!

Standard SD: Leadership Associates had regular communications with the board and dependably delivered on each step in our timeline. Trust in the process was a result of Leadership Associates' extensive experience and in the actions and care.... while respecting the role of trustees as the decision makers of the district.

Summerville JUHSD: Thank you for all the work you and the firm have completed. We know we were demanding because we have a really involved community. But you just moved forward and got the job done Great work!! We will highly recommend your service to any District in our County.

Tustin USD: I cannot say enough good things about the work that Leadership Associates performed for us. The most recent time was in the fall of 2020 when we needed to fill our Superintendency given the retirement plans of our previous Superintendent. We are very pleased with Dr. Mark Johnson, our new Superintendent, who is still with us. I expect he will be with us for about 10 years, as was our previous Superintendent, Dr. Greg Franklin. You cannot go wrong working with Leadership Associates. They are so professional, and people who would not risk asking about your position WILL seek them out for information because they are known to be of such integrity and reputation. Of course, the Board must do their work as well – but if they do so in partnership with Leadership Associates and were other than 100% satisfied at the end, I would personally be shocked. They are that good.

University Preparatory School: Leadership Associates was constantly available to us. Leadership Associates brought much more than guidance and experience; (the consultant) brought genuine kindness, creative vision and integrity that underpin all great endeavors. I highly recommend Leadership Associates.

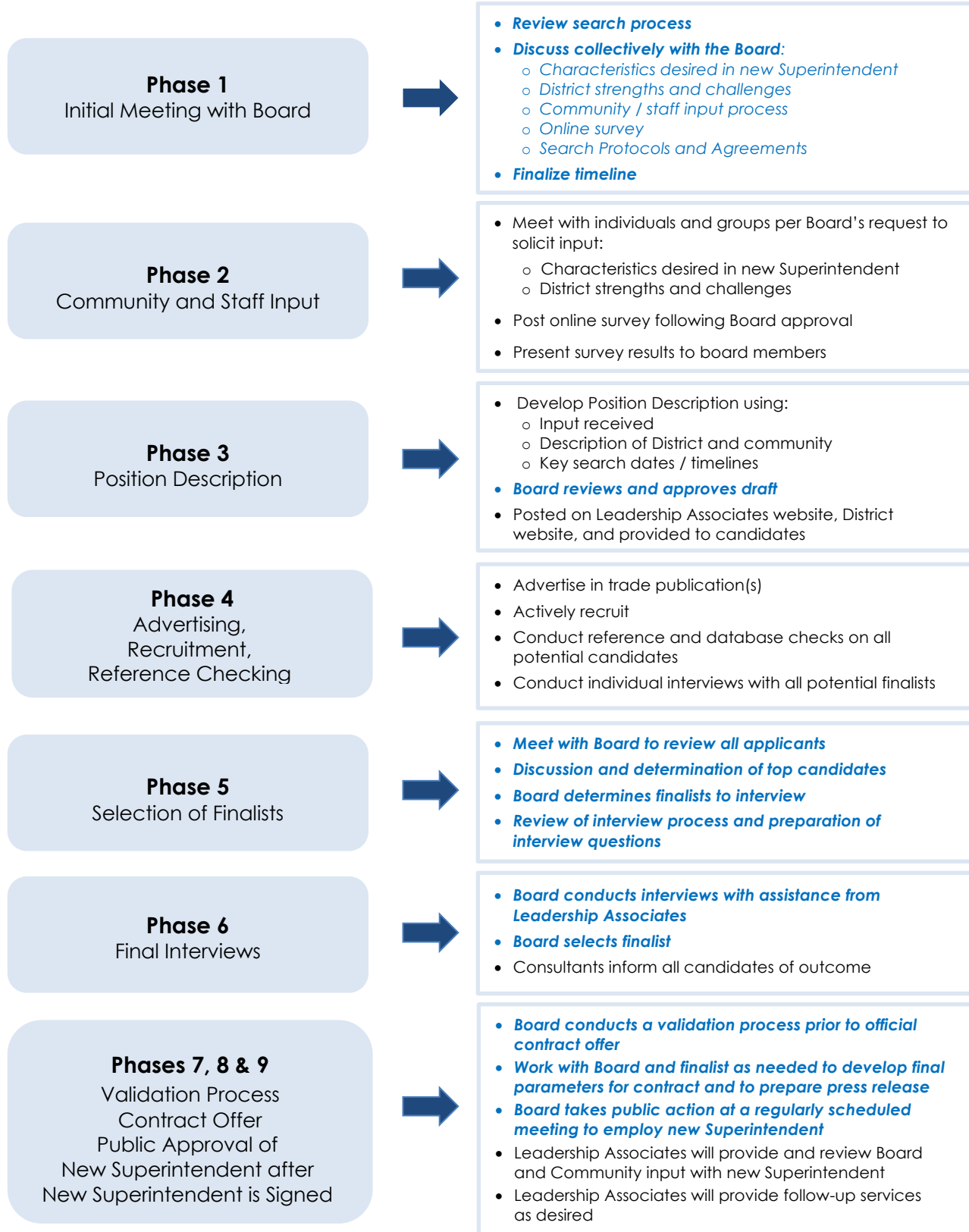
Walnut Valley USD: Not only are they consummate professionals, but their process in conducting the search was impeccable – from soliciting input from the Board and community members to developing personal and professional profiles, to screening the applicants to recommending the final candidates, to helping the Board finalize the main hiring points for our new superintendent.

Wiseburn SD: Thank you for your thoughtful leadership and guidance in the process. It was an absolute pleasure meeting you, getting to know you and working with you. I think we made two excellent choices in Leadership Associates and Dr. Blake Silvers.



SUPERINTENDENT SEARCH PROCESS FLOW CHART

Note: *Blue italicized text* indicates Board Participation





SEARCH PROCESS PLAN

Leadership Associates has developed criteria to provide the Board of Education with a 9-phase process for selecting its next superintendent. The following is a brief description of each of the key steps of the search process, including identifying key personnel in each phase. The Board's designated administrative support staff will be guided and supported by our highly experienced executive assistant and provided with guidelines, templates, samples, checklists, and personal communication throughout the entire process.

**Indicates meetings with the Board*

Phase 1: **Initial Meeting with the Board* (Key Personnel: Consultants, Board, LA / district admin support; district I.T. support)

Leadership Associates will confer with the Board upon our selection to represent your district. At this meeting we will discuss all matters addressed in the Request For Proposal (RFP) Scope of Services, including: the characteristics the Board is seeking in the next superintendent; District strengths and challenges; the process for engaging groups and individuals in the search process; approval of an official timeline and meeting dates; Board and Search Firm protocols during the search; possible contract parameters for the new superintendent; potential internal candidates; the Board's liaison with Leadership Associates and spokesperson for the Board; and all other matters addressed in the RFP Scope of Services. We will meet with Board members individually, in person or by phone to learn each member's unique perspective. We will also be prepared to suggest criteria for consideration based on our own professional expertise. Immediately following the initial meeting, we will work with district staff to create a Superintendent Search webpage on the district's website where members of the community can receive updates on the search process, including access to online surveys.

Phase 2: Community and Staff Input (Key Personnel: Consultants, LA / district admin. support)

After working with the Board to develop a community engagement plan, we confer with the individuals and groups you request (community, staff, students). We share the search process, timeline, answer questions, and solicit input regarding the desired qualities, characteristics, background, and experiences of the new superintendent, and we discuss the key characteristics of the District's culture, strengths, and future challenges and issues. We spend the time necessary to ensure full input. If individuals are unable to attend the meetings, but would like to provide additional information, or prefer to submit their ideas in a different format, opportunities are provided to contact us via email or telephone. We also have an online survey that can be posted in various languages on the District website to encourage broader participation of staff and community. We prepare a thorough report containing the comments from each group, individuals, and the survey, and send it to Board members approximately one week after the input. We follow up with you after you receive the report to review any questions you have.

Phase 3: Position Description (Key Personnel: Consultants, LA / district admin. support)

The Position Description will clearly state the criteria which applicants for the position should address in completing their application. It will also reflect input received on qualities and characteristics desired, a description of the District and community, and key search dates. The Board reviews the draft and makes changes before the description is finalized. The description is posted on our website, distributed widely, and can be posted on the District's website.

Phase 4: Advertising, Recruitment, Reference Checking (Key Personnel: Consultants)

After our sessions with the Board, staff and community, we advertise and actively recruit both statewide and nationally. We will also conduct reference and database checks on all potential candidates. All partners participate in this process in order to take advantage of our extensive state and national network. These are very critical activities as we work diligently to find the



candidates that best match those qualities and characteristics on the Position Description. We verify degrees, credentials and professional experiences. We do extensive confidential reference checking including conversations with people not listed on the candidate's application. We keep the Board informed on a regular basis about the progress of the search.

Phase 5: *Selection of Finalists (Key Personnel: Consultants, Board, LA / district admin. support)

At this Closed Session meeting, we will review and discuss all applicants, recommend candidates you should consider interviewing, and explain our rationale for recommending some and not others. We will provide a tiered ranking of candidates for your review. The Board, however, makes the final decision on those to be interviewed and determines the interview schedule and location. We offer sample interview questions developed by consultants and assist the Board in finalizing them with a focus on the specific needs of the District as gleaned from the input process and reflected in the position description. In addition to making interview arrangements with the candidates, we provide all the materials the Board needs for the interview and make logistical arrangements in coordination with the superintendent's assistant or designated district liaison.

Phase 6: *Final Interviews (Key Personnel: Consultants, Board, LA / district admin. support)

The Board conducts the interviews in Closed Session with the consultants observing and handling all the logistics. We are present during the interviews and will help facilitate discussions assisting the Board as needed to help you in making your selection of the final candidate. We also assist with various follow up steps that need to be completed and inform all candidates of the outcome.

Phase 7: Validation Process; Contract (Key Personnel: Consultants, Board, LA / district admin. support)

The purpose of the validation process is to confirm the Board's choice prior to the official contract offer. The Board will determine participants for this process. While the consultants will not participate, we will work with the Board and the finalist as needed to develop final parameters for an agreement on the superintendent's contract. We recommend prior discussions with the Board on this topic since it is our intention to recruit candidates who will work within the contract parameters established by the Board.

Phase 8: Public Approval of Contract (Key Personnel: Consultants, Board, district admin. support)

Following the validation process, the Board takes public action at a regularly scheduled board meeting to employ the new superintendent. Leadership Associates will assist the Board and staff with a communication plan and other activities to support the approval of the new superintendent's contract.

Phase 9: After the New Superintendent is Signed (Key Personnel: Consultants, New Superintendent)

We provide and review with the new superintendent the Board and community input. We are available to provide additional follow up services as desired. These services could include developing a transition plan and an initial workshop for the governance team to establish goals for the new superintendent, and the superintendent's evaluation process.

Confidentiality: Leadership Associates strongly believes the quality of the applicant pool is directly dependent on the confidentiality of the process. Leadership Associates will not divulge the names of interested applicants to any party other than the Board within Closed Session. Reference checks will also be conducted using strategies that will maintain the confidentiality of the process. Throughout the process Leadership Associates will be available to answer any questions you may have.



PROPOSED TIMELINE

(Flexible based on Board direction)

Sacramento City Unified School District Superintendent Search

Note: *Blue italicized text* indicates Board Participation

AUGUST 2023 Preliminary Phase	August 8	District receives proposals
	August 17	<i>Proposal Presentations / Board Selects Firm</i>
AUGUST-SEPTEMBER 2023 Community Engagement	by August 28 (Special Mtg)	<i>Initial Meeting with the Board; Board determines characteristics, skills & qualities desired in new superintendent; publicly announces timeline and procedures (Open and Closed Session; approx 3 hrs total)</i>
	September 6-18	Online survey dates
	week of September 1	Consultants confer with staff and community designated by the Board to receive input
AUGUST-OCTOBER 2023 Advertisement and Recruitment	August-October	Consultants identify potential candidates; Development and posting of recruitment materials and Position Description
	September 18 and October 2	Advertising and active recruitment; Ad appears in <u>EdCal</u> , (Two consecutive publications)
	October 16, 2023 5:00 PM	Deadline for applications
OCTOBER-NOVEMBER 2023 Interviews and Selection	Sept-October	Consultants complete comprehensive reference and background checks on applicants
	Week of November 6 special meeting	<i>Board confers with consultants, reviews all applications and selects candidates to be interviewed (Closed Session; approx 3 hours)</i>
	December 1-2 (Special Mtg)	<i>Board interviews candidates; selects finalist(s) (Closed Session; all-day meeting)</i>
DECEMBER 2023 Contract Approval	by December 15	<i>Board completes the validation process of the leading candidate and makes final determination</i>
	December 21	<i>Board approves superintendent contract at a regularly scheduled board meeting</i>
JANUARY 2024 Start Date	January 1, 2024 (or as mutually agreed)	New superintendent begins

REQUEST FOR PROPOSAL PRICE FORM

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

RE: Request for Proposal – Superintendent Search

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of Leadership Associates, having carefully examined the Notice to Proposers, the Instructions, and the Specifications for the proposed request for proposal, proposes to perform the contract, including all of its component parts, and to furnish all services, and taxes called for by them for the entire order, as follows:

Amount of proposal \$36,500 plus travel expenses not to exceed \$2,500

SUBMITTED BY:

Leadership Associates

COMPANY

449 W. Foothill Blvd., #427

ADDRESS



SIGNATURE

Glendora, CA 91741

CITY/STATE/ZIP

Betty Hall

PLEASE TYPE OR PRINT NAME

Administrative, Fiscal Services

TITLE

August 8, 2023

DATE

(760) 771-4277

PHONE



FEE AND SUMMARY OF SERVICES

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH

TOTAL FEE TO CONDUCT SEARCH: \$36,500 (plus travel expenses not to exceed \$2,500)

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted
- The search is concluded upon Board selection of a Superintendent/Finalist

GUARANTEE

- Should the superintendent leave within two years, Leadership Associates will conduct a search targeted at identifying specific qualified candidates at no cost except for advertising costs and direct expenses provided the Board majority has remained the same and the Board has established first year annual goals for the superintendent.



SAMPLE SERVICES AGREEMENT

LEADERSHIP ASSOCIATES

www.leadershipassociates.org

449 W. Foothill Blvd., #427

Glendora, CA 91741

(916) 520-4951

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this ____ **day of August 2023** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached proposal.

The District agrees to pay the Contractor **THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500), plus travel expenses not to exceed \$2,500**, for services provided. Payment is to take place in two increments: **(1) \$18,250** upon completion of stakeholder input, and **(2), \$18,250 plus travel expenses not to exceed \$2,500** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

**Remittance payable/forwarded to: Leadership Associates
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741**

The Contractor is to perform the above services beginning August __, 2023.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Betty Hall

Name: _____

Dept: Fiscal Services

Title: _____

Date: _____

Date: _____

NON-COLLUSION DECLARATION

State of California)
)
County of Santa Clara) ss.

I, Blanca Cavazos, being duly sworn, declare that I am a consultant with Leadership Associates, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 3rd day of August 2023 at Bakersfield, California.



Signature

NON-COLLUSION DECLARATION

State of California)
) ss.
County of Madera)

I, Sally Frazier, being duly sworn, declare that I am a consultant with Leadership Associates, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 3rd day of August 2023 at Madera, California.



Signature

NON-COLLUSION DECLARATION

State of California)
) ss.
County of Madera)

I, David Verdugo, being duly sworn, declare that I am a consultant with Leadership Associates, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 3rd day of August 2023 at La Habra, California



Signature



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: November 2, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE AND CAREER DEPARTMENT</u>		
California Department of Education A24-00041	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,990,270 No Match
Period: 7/1/23 – 12/31/26. Description: Learning Communities for School Success Program, Cohort 7. One-time grant award of \$1,990,270.		
<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
SAC County Office of Education A24-00045	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,000 No Match
Period: 10/10/23 – 12/31/23 Description: Professional Learning Sessions that build the Expanded Learning practitioners capacity in the following but not limited areas: social emotional learning, Joyful Literacy, how to create safe and supportive environments for TK/K scholars, etc.		
<u>STUDENT SUPPORT DEPARTMENT</u>		
Mental Health California A24-00046	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 10/10/23 – 6/30/26 Description: Overall goal is to promote student mental health awareness and provide Prevention and Early Intervention (PEI) education.		
<u>CURRICULUM AND INSTRUCTION DEPARTMENT</u>		
SCOE A24-00047 A24-00047	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/23 – 6/30/24 Description Jointly counsel the intern teacher and develop a Professional Development. Plan to complete the requirements to earn a credential in the intern teacher's content or specialty area(s); both parties and the intern teacher shall concur on the plan.		
<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00039	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$14,807 No Match
Period: 7/1/23-9/30/25. Description Special Education Alternate Dispute Resolution Grant on the 2023-24 Individuals with Disabilities Education Act Part B, Section 611. One-time grant award of \$14,807.		
<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00037	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$76,500 No Match
Period: 7/1/23-6/30/25. Description Law and Social Justice Academy (9036) at C.K. McClatchy High School.		
<u>FOSTER YOUTH SERVICES DEPARTMENT</u>		
California Department of Education A24-00040	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$427,474 No Match
Period: 7/1/23-6/30/26. Description: Fiscal year 2023-24 Tobacco-Use Prevention Education (TUPE) for Grades Six through Twelve, Tier 2 grant. Funding will be distributed for each fiscal year until June 20, 2026.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
George Van Dusen dba Phoenix Construction SA24-00370	10/19/23 – 10/31/25: Inspector and construction administration services for the Oak Ridge Elementary School New Construction project. Pursuant to California Government Code § 53060. The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.	\$429,660 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SPECIAL EDUCATION DEPARTMENT

Collaborative Learning Solutions SA24-00133	Approve consultative support across the Academic Office in alignment with SCUSD Strategic Priority of MTSS. Through an equity lens, CLS will provide consultative support to the Academic Office conducting an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement, Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the (CIM for CCEIS plan), implementation of BPSB settlement action, work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition, Restorative Practices training, support an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs, and the implementation of an Equity Community of Practice (ECOP).	\$225,000 Special Education-IDEA Early Intervention Services Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

COUNSELING SERVICES DEPARTMENT

Accelerate Education Inc SA24-00255	Renewal agreement services for Accelerate Credit Recovery Program. 1500 seats with instruction for the 23-24 school year. Each seat is one (1) enrolled student with up to 4 credit recovery courses at any point in time within the year. Includes content, hosting, support and instruction from California certified teachers. Includes Biology/ Chemistry/ Physics virtual labs.	\$269,000 LCFF Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$75,750 A-G Learning Loss Mitigation Funds
	Unlimited access to live and on-demand trainings, webinars and resources for administrators and teachers.	Total Contract Amount: \$344,750

YOUTH DEVELOPMENT DEPARTMENT

Expanded Learning Supplemental Providers; School Year 2023 - 24	08/31/23 – 6/13/24: Supplemental providers are community partners that are selected through a competitive Request for Proposal (RFQ) process to provide culturally relevant enrichment opportunities (music, arts, dance, leadership, sports) during the Expanded Learning program hours. All supplemental providers work under the direction of the program manager at the site.	
Nexplore LLC dba Nexplore SA24-00402	Nexplore LLC dba: 10 Program Sites Nexplore's mission is to foster the Joy of Learning through enrichment opportunities so that each child may discover and explore a passion that drives him or her to excel. Nexplore is one of the largest enrichment providers in the Nation with over 30 STEAM, life skills and fitness solutions such as: Makers Club Build A Bot Science Wiz Architecture LegoRobotics Coding Magic Fashion Capoeira Zumba Kids	\$130,000 Expanded Learning Opportunities Program Funds
Science Alliance SA24-00401	Science Alliance: 11 Program Sites Their mission is to inspire and educate young minds through hands-on learning that students will never forget. They strengthen science education through exciting discoveries in every program they offer. Through building, experimenting, entertainment, and more, little scientists will participate in programs that allow them to become familiar with concepts in a visual and interactive manner. Science Alliance wants participants to, above all, HAVE FUN in learning. Students will learn useful skills they find helpful as they grow into young members of society and be a part of an experience that they will never forget!	\$136,400 Expanded Learning Opportunities Program Funds

Dream Enrichment
SA24-00407

Dream Enrichment: 11 Program Sites

\$136,400
Expanded
Learning
Opportunities
Program Funds

New Contract:

- Yes
- No

Dream Enrichment engages students in either Firefly Art, Early Engineers, Honeycode Video Game Coding, or Chess Academy. Students learn different skills in different programs. Chess Program students will learn how to play chess as well as learn about openings, endgames, different tactics, and strategies, Firefly Art Program teaches students about different art skills or techniques that are commonly seen in a variety of art media. Minecraft Coding tech camp students become the ruler of their own world, controlling their mobs and creatures and learning to change, customize and edit their tools and resources, and Early Engineers students participate in a lego-based robotics program where kids build a new robot in each each class and write code to control their robots.

TECHNOLOGY DEPARTMENT

UC Merced Center for
Educational
Partnerships
SA24-00393

The services for which SCUSD receives from UC Merced are significantly embedded into the district's core academic, student intervention, and accountability for disproportionate outcomes work. A brief description of the tools and their use in SCUSD is included below.

\$192,810
LCFF District-
wide supports
Funds

New Contract:

- Yes
- No

- **Early Identification and Intervention System:** This system is a unique, custom-built and maintained interface housed at UC Merced, that serves as the hub for every site-based Student Support Center in SCUSD. As this system allows for data reporting AND data entering, SCUSD's Student Supports and Health Services relies on this system for identifying, documenting, and monitoring students' SEL, attendance, behavior, and academic needs.
- **Graduation Monitoring Tool:** This tool is a unique, custom-built and maintained interface housed at UC Merced, that serves as the hub for monitoring how prepared our high school students are to graduate beginning in grade 9 across SCUSD. The system compliments our student information system as it not only calculates students' on-track status for graduation, but it also denotes in which courses students are deficient credit-wise and overall in early as the second semester of a student's frosh year. High school counselors rely on this system extensively to monitor their caseloads and prioritize student supports for closing our graduation achievement gap.
- **A-G Monitoring Tool:** This tool is unique in that it uses the University of California of California's algorithm to calculate a students A-G status incorporating validation, AP, college course, and higher education exam rules. This tool is updated

on a weekly basis due to the high degree of credit recovery course completions.

- **Performance and Targeted Action Index:** This tool is a unique, custom-built and maintained interface housed at UC Merced, that provides community, district, and school leaders readily-available accountability information related to various metrics of interest related to Special Education and English Learner services.
- **FAFSA Monitoring Tool:** This tool is a unique, custom built and maintained interface housed at UC Merced. UC Merced provides technical support in the extraction, transfer, and loading of student financial aid information from the California Student Aid Commission.
- **College Eligibility Packet Service:** UC Merced is responsible for the design, updating, and running the algorithm to generate 9 customized versions of a college eligibility packet for every 12th grade students. These eligibility packets provide students tailored college options throughout the University of California, California State University, and California Community College systems.

FACILITIES DEPARTMENT

<p>Brightly Software Inc R24-02246</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>7/1/23 – 6/30/24: Brightly Energy Manager is an energy management software that empowers the facility and sustainability managers to identify utility waste, better prioritize action and make smarter operational decisions with centralized management of utilities. Optimizing energy, reducing costs, and extending the life cycle of District assets.</p>	<p>\$75,240.25 Ongoing & Major Maintenance Funds</p> <p>\$27,151.93 Civic Permits Funds</p> <p>\$7,171.72 General Funds</p> <p>\$109,563.90 Total Contract Amount</p>
---	---	---

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>RISK MANAGEMENT DEPARTMENT</u>		
First Capitol Consulting Inc. dba Trusaic SA24-00425	For tax years 2019, 2020, 2021, 2022, 2023 and 2024. The IRS Form 1094-C is a document used to report information mandated by the Affordable Care Act (ACA) for applicable large employers (ALEs). Its purpose is to provide the IRS with an overview of the health insurance coverage offered to our full-time employees. Failure to file this form, along with Form 1095-C, as required by IRC § 6056, subjects the employer to information return penalties under IRC § 6721 and IRC § 672.	\$208,560 General Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

While the District has successfully furnished Forms 1095-C to all district employees, the electronic transmittal of Form 1094-C has been a challenge for many districts throughout the state. The District is actively working to resolve this matter as promptly as possible and is in close collaboration with the IRS to ensure the successful submission of the file. Additionally, we are exploring the possibility of mitigating the penalties associated with this situation by consulting with tax filing experts. The District will continue to provide updates on the status of the IRS tax levy as it makes progress towards resolution.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

<u>SITE/DEPT</u>	<u>ITEM</u>
Tahoe ES California MS A.Warren McClaskey Adult Transportation Services	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
<u>ITEMS</u>	
Computers (44 each) Laptops (11 each) Chromebooks (119 each) Printers (13 each) Monitors (44 each) Projectors (10 each) Printing Press (1 each) Keyboards (50 each) Misc. Items (64 each)	
<u>TOTAL VALUE</u>	
\$0.00	
<u>DISPOSAL METHOD</u>	
E-Waste Recycle	

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **Oak Ridge Elementary School New Construction**

Recommendation: John F. Otto dba Otto Construction was awarded preconstruction services at the April 13, 2023 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with John F. Otto dba Otto Construction. This request for proposal (RFP) was publicly advertised on January 11, 2023, January 12, 2023, and January 18, 2023. Amendment No. 1 is to increase Pre-construction services for the assistance of the elevator design and submittal to the Division of State Architect (DSA); and the guaranteed maximum price (GMP) for Increment 1 in accordance with DSA approved plans and specifications dated May 26, 2023. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for Increments 2 and 3 are established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$72,120; Measure H Funds

Approve Amendment No. 1 was awarded at the September 7, 2023 Board of Education Meeting for revised Pre-Construction Amount: \$77,720; including \$5,600 for the assistance of the elevator design; Measure H Funds

Approve Amendment No. 1 was awarded at the September 7, 2023 Board of Education Meeting for Inc 1 Construction Amount of \$8,387,644 funded with Measure H Funds for the construction of Increment 1 at Oak Ridge Elementary School in accordance with DSA approved plans and specifications dated May 26, 2023.

Amendment No. 2 is to increase Pre-construction services in the amount of \$120,096, including \$42,376 for the assistance of the shade structure design and submittal to the DSA for the Increment 2 Building package. Once plans are finalized, approved by DSA and the GMP for Increments 2 and 3 are established, the construction contract will be submitted to the Board for approval.

New Total Contract Amount: \$8,507,740 (\$120,096 + \$8,387,644); Measure H Funds

The cost of construction is currently estimated at \$55,500,000.

Project: Clayton B. Wire Deferred Maintenance

Recommendation: John F. Otto dba Otto Construction was awarded construction services at the February 16, 2023 Board of Education Meeting for the deferred maintenance repairs at Clayton B. Wire Elementary School campus. This project was for the incoming students for the new school and modernization project at Nicholas Elementary School.

Original Construction Amount: \$2,832,000; Measure H Funds

Approve Change Order No. 1 \$(72,015.72) for project close-out of Unused Owner Allowance; Measure H Funds.

New Total Contract Amount: \$2,759,984.28; Measure H Funds

Project: John F. Kennedy Baseball/Softball Field Improvements

Recommendation: Verde Design was awarded architectural services at the June 22, 2023 Board of Education Meeting for the New Baseball/Softball Field Improvement project at John F. Kennedy High School campus. This project consisted of complete replacement of the varsity baseball/softball fields, evaluate six (6) tennis courts to either repair or replace in kind.

Original Architectural Services Amount: \$443,598.75; Measure H Funds

Approve Change Order No. 1 \$72,864.75 for additional services related to booster pump unit, batting cage design and Romtec building, which was not included in original scope of work; Measure H Funds.

New Total Contract Amount: \$516,463.50; Measure H Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				2023	25366	67439	L7		
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY		
Program Office Accounting Office, Grant Funds				Resource Code	Revenue Object Code	34			
Telephone (916) 643-9000				7085	8590	INDEX			
Name of Grant Program Learning Communities for School Success Program: Cohort 7						0615			
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
	\$1,990,270		\$1,990,270		07/01/2023	12/31/2026			
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency				

I am pleased to inform you that you have been funded for the Learning Communities for School Success Program, Cohort 7.

This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) (GAN) to:

Nicole Marcheschi, Associate Governmental Program Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Teri Alves		Job Title Education Programs Consultant	
E-mail Address LCSSP@cde.ca.gov		Telephone 916-322-0374	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 26, 2023	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent Jesse Castillo		Title Assistant Superintendent	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature 		Date 10/16/23	

MEMORANDUM OF UNDERSTANDING

Agreement #ELP017

2023-2024

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as “**SCOE**,” and **Sacramento City Unified School District**, hereinafter referred to as “**SCUSD**.”

The purpose of this MOU is to detail the roles and responsibilities of SCOE and SCUSD in regard to securing facilitators that will deliver professional learning sessions that build the Expanded Learning practitioners capacity in the following but not limited areas: social emotional learning, Joyful Literacy, how to create safe and supportive environments for TK/K scholars, etc.

A. Term: Once signed by both parties, this MOU is in effective until December 31, 2023.

B. SCOE agrees to:

1. Provide a primary contact person for all work under this MOU.

MOU Contact:

Mark Drewes

Regional Lead, Region 3 Expanded Learning

(916) 228-2518

mdrewes@scoe.net

2. Act as the lead agency to collaborate, coordinate, and identify possible facilitators that can provide professional learning sessions on various content areas and youth development practices that not only align with the CA Quality Standards, but also the Learning in Summer and After School Principles. The purpose of the professional learning sessions is not only to cultivate quality Expanded Learning practitioners, but to also help strengthen the quality of SCUSD’s Expanded Learning programs.
 - a. Coordinate the provision of technical assistance and support for SCUSD Expanded Learning practitioners throughout SCUSD.
 - b. Distribute funds to SCUSD for professional learning sessions.
3. Provide additional technical assistance and support (i.e. coaching, mentoring, consultation, and brokering and leveraging resources) once the professional learning sessions have been facilitated.

B. SCUSD agrees to:

1. Provide a primary contact person for all work under this MOU.

MOU Contact:

Manpreet Kaur

Director, Youth Development Support Services

SCUSD

(916) 643-7992

Manpreet-Kaur@scusd.edu

2. Provide the following services:
 - a. Provide location for the Get Ready Summit where the professional learning sessions will take place.
 - b. Advertise and promote the attendance of SCUSD Expanded Learning practitioners to attend the 3-day professional learning session event.
 - c. Utilize the funding to pay for any facilitator fees for services or materials needed.
3. Invoice SCOE within 30 days of execution of this MOU.

C. SCOE agrees to distribute \$15,000.00 to **SCUSD** to be used for the services described in section B. The funds will be distributed within 60 days of receipt on an invoice. This MOU is contingent on SCOE's receipt of full funding for the contract and may be amended or terminated if SCOE's funding is eliminated or reduced.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **Independent Agents.** This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
5. **Audit.** SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. All parties agree to maintain relevant records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. Each party also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.

MEMORANDUM OF UNDERSTANDING #ELP017

- 6. Force Majeure.** No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

- 7. Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Brent Malicote
Assistant Superintendent
Educational Services



Signature

10-11-23

Date

Sacramento City Unified School District
Jesse Castillo
Assistant Superintendent

Signature

Date

MEMORANDUM OF UNDERSTANDING
FOR
***INTO THE CLASSROOM* STUDENT MENTAL HEALTH INITIATIVE**
BETWEEN

School: Sacramento City Unified School District
Address: 5735 47th Avenue
Sacramento, CA 95824

AND

Provider: Mental Health California
Address: P.O. Box 233553
Sacramento, CA 95823

BACKGROUND

Mental Health California is a 501(c)3 nonprofit charitable organization delivering mental health awareness through publishing, community engagement, innovation, new media, and special programs. We provide education and awareness campaigns and health equity-driven signature initiatives. Our experience in multi-cultural outreach and communications allows us to offer multi-layered awareness programs tied to specific communities or cultural groups. Our campaigns offer education, awareness, traditional and digital communications, publishing, innovation, creative arts, clinical supports through partnerships, connections to mental health resources, and more.

Our signature initiative, Brother Be Well, is a multimedia platform for boys and men of color blending awareness, innovation, and healing pathways to reduce disparities, disrupt prolonged suffering, and improve mental wellness. It is also a membership community for males of color ages 13+. We deliver clinical and holistic Prevention and Early Intervention (PEI) education and linkages to resources and care. Our blog, media, and tools are open to the public. Schools, community groups, families, and others are encouraged to start using our free resources today.

For example, we produce videos, podcasts, articles, and materials focused on mental health awareness. Our new Learning Library and Rise 360 web-based courses provide additional resources to schools and community groups. We are partnered with KDEE 97.5 FM for podcast broadcast to over 130,000 listeners in the greater Sacramento region.

PROGRAM OVERVIEW

Mental Health California's *Into the Classroom* Student Mental Health Initiative will beam into classrooms during a 3-hour monthly session. The live/multimedia content will repeat for each class (1st period, 2nd period, 3rd period) during the 3-hour session. The monthly session will offer three (3) 30-45 minute presentations that will repeat, with two (2) 15 minute breaks in between presentations. There will be a new topic each month.

Clinicians/experts/mentors will staff the Zoom/stream. Participating teachers will facilitate student engagement and administer surveys and interactive exercises. We will offer gift card giveaways for each session to be distributed by the school staff.

The overarching goal is to promote student mental health awareness and provide Prevention and Early Intervention (PEI) education. This is a free service to participating schools and is designed for all students (Tier 1). It is not specific to our signature initiative: Brother Be Well. However, to get a sense of our topics, multimedia, and expertise, please visit our [blog](#).

TENTATIVE SCHEDULE

First Thursday of the Month via Zoom Webinar

Example - Entire Session:

9:00 a.m. to 12:00 p.m.

Session # 1 - First Period

9:00 a.m. to 9:45 a.m.

Break

9:45 a.m. to 10:00 a.m.

Session # 2 - Second Period

10:00 a.m. to 10:45 a.m.

Break

10:45 a.m. to 11:00 a.m.

Session # 3 - Third Period

11:00 a.m. to 11:45 a.m.

Wrap-up (if needed)

11:45 a.m. to 12:00 p.m.

EVALUATION

We kindly request the assistance of participating schools with administering short student surveys so we can get their feedback and tailor future programs to suit their needs. As awareness develops and access resources are shared, we hope annually that 70% of students will report, "I know what to do when I or someone I care about needs help with their mental health."

AGREEMENT

Mental Health California agrees to:

- 1) Provide researched, quality mental health awareness education to participating schools during the 2023-2026 school years, with an end date of June 30, 2026. Parties may agree to extend the agreement or enter into a new agreement for proceeding school years.
- 2) Provide mental health professionals with expertise in addressing student populations.

- 3) Provide a host/ mentor to guide the discussions.
- 4) Present engaging topics, driven in part by student mental health concerns.
- 5) Furnish engaging multimedia from the Brother Be Well library, appropriate for all students.
- 6) Provide an annual document with topics, tips, ideas, and access resources.
- 7) Coordinate with school staff to ensure a smooth learning process.
- 8) Provide gift cards for students on a monthly basis to be distributed by the school staff.
- 9) Add the Sacramento City Unified School District as an additional insured on its Commercial General Liability/ Cyber Liability policy with a General Aggregate of \$2M, and Professional Liability policy.

Sacramento City Unified School District agrees to:

- 1) Provide classrooms with modern technology to receive our programming for a smooth learning experience.
- 2) Provide feedback on topics to ensure the needs of students are being met.
- 3) Distribute a student release or “opt out” form for student participation.
- 4) Distribute tips and resources for students and staff, if requested by school staff.
- 5) Distribute monthly student gift cards, and report on those distributions.
- 6) Distribute short student surveys so the program can document student feedback and success.
- 7) Report in advance any scheduling conflicts, vacation or holiday dates, or other disruptions to the monthly program.

MENTAL HEALTH CALIFORNIA

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Name: _____

Name: Jesse Castillo

Signature: _____

Signature: _____

Title: _____

Title: Assistant Superintendent

Date: _____

Date: _____

**Memorandum of Understanding
Sacramento County Office of Education
and Sacramento City Unified School District
Employing Agency Agreement**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE’s Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics and Science Teacher Intern Credentials Program (Program).

Sacramento City Unified School District is the employing agency of an intern teacher participating in the Program (Employing Agency).

SCOE and Employing Agency formed a partnership to provide and coordinate services in support of intern teachers. The purpose of the MOU is to set forth the operative conditions which will govern this partnership.

I. Parties

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education (SCOE) and Employing Agency.

II. Term

The effective dates of this MOU are **July 1, 2023 - June 30, 2024**. Either party may terminate this agreement by submitting written notice to the other party no later than 60 days prior to the start of a school year.

III. Responsibilities of the Parties

A. Both parties agree to the following responsibilities:

1. Jointly counsel the intern teacher and develop a Professional Development Plan to complete the requirements to earn a credential in the intern teacher’s content or specialty area(s); both parties and the intern teacher shall concur on the plan
 - a. Professional Development Plan.

The employing district has developed and implemented a Professional Development Plan for interns in consultation with SCOE. The plan shall include all of the following:

 - i. Provisions for an annual evaluation of the intern by the Employing Agency.
 - ii. Provide a description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching .
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6

- inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- iv. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
2. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should include weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - a. A minimum of 144 hours of support/mentoring and supervision will be provided each year during the two-year Intern Program.
 - b. A minimum of two hours of support/mentoring and supervision will be provided to an intern every five instructional days.
 - c. An additional 45 hours of yearly support/mentoring and supervision specific to meeting the needs of English learners (EL) shall be provided to an intern teacher.
 - d. Interns in the Mild to Moderate Support Needs credential program will have at least 200 hours of supervised early field work in general education and special education settings.
 - e. Examples of support/mentoring and supervision could include, but are not limited to:
 - i. Site staff or co-planning meetings
 - ii. Curriculum, data assessment review
 - iii. Professional development
 - iv. EL lesson modification
 - v. IEP support training
 - vi. Classroom observations with mentor
 - vii. Mentor consulting
 - f. For intern teachers who assume daily teaching responsibilities **after** the beginning of the school year, the parties will provide:
 - i. General mentoring/support equal to four hours times the number of instructional hours remaining in the school year.
 - ii. EL support equal to five hours times the number of months remaining in the school year.
 3. Review and verify the number of support/mentoring and supervision hours conducted as reported by the intern teacher.
 4. Jointly make credentialing recommendation to CTC, recognizing that employment decisions (such as continuing employment and tenure decisions) are separate from credentialing decisions.
 5. Notify the other party as soon as possible if an intern teacher placement may be terminated or modified.

6. Develop appropriate modifications, accommodations, and intern support to comply with COVID19 public health orders and applicable county health department and California Department of Public Health and COVID-19 guidelines. This may require video instruction and mentoring.
7. Ensure District certificated employees are not displaced by SCOE Interns.

B. SCOE agrees to the following responsibilities:

1. Be responsible for ensuring that the Teacher Intern Program fulfills the applicable standards of program quality and effectiveness adopted by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE)
2. Provide intern teachers with 120 hours of Preservice training prior to the teacher intern obtaining an intern teaching credential and entering the classroom as the teacher-of-record with the Employing Agency.
3. Establish effective and on-going communication with Employing Agency and SCOE Intern Personnel as appropriate to ensure a successful teaching experience for the intern.
4. Ensure that the intern teacher is receiving required support/mentoring and supervision as part of the 144 General Ed/45 EL hours of yearly support by:
 - a. Identifying an intern coach with a clear or life teaching credential and at least three years of teaching experience to provide:
 - i. Direct support/mentoring and coaching to intern teachers, including monthly coaching for a minimum of 6 coaching observations in the intern teacher's classroom per semester, with additional ongoing support, mentoring and consultation outside of the intern teacher's classroom.
 - b. Working with Employing Agency mentor(s) to establish a collaborative working relationship with the intern teacher, Employing Agency mentor, and SCOE intern coach.
 - c. Providing a tracking system to track the total number of support/mentoring and supervision hours provided by both parties to the intern teacher.
 - d. Providing the Intern with procedures to document and monitor the CTC required hours of mentoring and support received from the Employing Agency and SCOE.
 - e. Verifying the number of mentor and support hours provided by SCOE's intern coach and reported by the intern teacher.
5. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
6. Communicate with CTC including:
 - a. Notify CTC if an intern teacher's placement is terminated or changed with the Employing Agency
 - b. Complete all requirements and reporting to CTC for the Intern Credential.

- c. Complete all requirements and reporting to CTC for the Preliminary Credential.
7. Should an intern teacher not fulfill the completion requirements of the SCOE intern credential program including attendance, grades and/or timely payment of tuition, the program may drop the candidate. SCOE will remain in close contact with Employing Agency regarding intern status.

C. Employing Agency agrees to the following responsibilities:

1. Select placement sites (schools) that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and California Teacher Performance Assessment (TPA) completion. Have a recording policy in place to accommodate TPA video assessment.
2. Ensure every placement site has a fully qualified site administrator.
3. Screen and conduct all necessary background checks on intern teachers.
4. Complete the CTC document entitled “Governing Board Statement for District Intern Credential” and give copy to SCOE prior to employing the intern teacher.
5. Employ the intern teacher in positions in which the intern teacher will:
 - a. Be employed as the “Teacher of Record” in a Multiple Subject, Education Specialist, Mild to Moderate Support Needs, Single Subject Math, or Science classroom.
 - b. Be employed a minimum of .5 FTE capacity in a typical face-to-face setting with the same group of students.
6. Prior to an intern teacher assuming daily teaching responsibilities, identify a mentor for the intern teacher that possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of successful teaching experience. The mentor will be from the same site and have a corresponding credential. The mentor must complete the 10-hour Site Mentor Training through the Course Networking training website. The mentor will not receive the stipend if the training is not complete.
 - a. If possible, the mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support (see Paragraph 5).
 - b. The Site Mentor may not be the Intern’s primary evaluator.
7. If there is not a mentor available with an EL Authorization, provide an EL mentor for intern teachers who enter the program to complete their 45 hours of EL supervision, as outlined in III.A.2.c.

- a. The EL mentor will be available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling, as needed.
8. Ensure that:
 - a. A minimum of 144 hours of annual support/mentoring and supervision is provided to intern teacher in conjunction with SCOE supervisors/coaches, per CTC guidelines:
 - i. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should be a minimum of two hours every five instructional days. All interns should receive support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - ii. An additional 45 hours of annual EL support/mentoring and supervision is provided by the EL mentor if required by the intern teacher in conjunction with SCOE supervisors and coaches per CTC guidelines.
 - iii. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
9. Provide protected time for mentor(s)/intern to work within the school day; and clearly define expectations for type/frequency of support.
10. Provide opportunities for intern teachers to participate in Professional Development trainings such as grade level collaboration, staff meetings, workshops, and other trainings that promote professional growth for the intern. These trainings may also count towards the 144 General Ed-45 EL hours of support/mentoring and supervision provided by Employing Agency and SCOE.
11. Provide SCOE with any required documentation needed for reporting to CTC or to fulfill the Teacher Intern Program requirements.
12. Recognize the credits earned by the intern teacher in the Program to the same extent as credits earned in a college or university for purpose of employment salary and/or other benefits.
13. Notify SCOE as soon as possible if Employing Agency elects not to employ the intern teacher during year two of the program (i.e., “non re-elects”).
14. Recognize that an intern credential ceases to be valid when SCOE’s program terminates an intern teacher for failing to make satisfactory progress. Employing Agency will take appropriate action regarding the intern-teacher’s position as a teacher of record.
15. Ensure District certificated employees are not displaced by SCOE Interns.

VI. Responsibilities - Fiscal

1. SCOE, in its capacity as the Teacher Intern Program's LEA, agrees to the following:
 - a. Overall fiscal responsibility for the administration of the Teacher Intern Program.
 - b. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Intern Program Plan.
 - c. Expend income according to regularly established policies and procedures within the SCOE expenditure guidelines.
 - d. Provide Employing Agency \$500/year to mentor teacher(s) who complete the Site Mentor Training for each SCOE intern.
2. Employing Agency agrees to the following:
 - a. Contract with teacher intern for certificated placement on appropriate certificated salary schedule.
 - b. Provide Teacher Intern with all requirements as related to contract employment, including all benefits related to employment and insurance coverage.
 - c. Pay each mentor teacher \$500/year per intern. The mentor will not receive the stipend if the Site Mentor Training is not complete.

VII. Ownership of Materials

1. Any and all products developed by the Teacher Intern Program are the exclusive property of SCOE. Employing Agency, its employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of SCOE. SCOE shall have the authority to adapt and adopt materials developed by Teacher Intern Program for dissemination purposes.

VIII. Indemnification:

1. Employing Agency agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, volunteers, and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Employing Agency (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
2. SCOE agrees to defend, indemnify, and hold harmless Employing Agency (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

IX. Confidentiality

Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

X. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker’s compensation and other employment laws for their respective employees.

XI. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

XII. Notice:

Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to Employing Agency may be given at the following address;

[Sacramento City Unified School District](#)

[5735 47th Avenue](#)

[Sacramento CA 95824](#)

Attn: [Hillary Harrell](#)

Email: hillary-harrell@scusd.edu

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education

P.O. Box 269003

Sacramento, CA 95826-9003

Attn: Dr. Tierra Crothers, Director, Teacher Intern Program

Email: tcrothers@scoe.net

XIII. Insurance

All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence/\$3,000,000 aggregate (including sexual abuse/molestation coverage) and automobile insurance coverage of \$1,000,000

per occurrence. Such insurance requirements may be satisfied with coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

XIV. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

XV. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XVI. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: _____
Signature of Authorized Official
Sacramento County Office of Education

Title: Executive Director, School of Education

Date: _____

By: _____
Signature of Authorized Official
Employing Agency

Print Name: Jesse Castillo

Title: Assistant Superintendent

Date: _____

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Jorge Aguilar, Superintendent P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	13007	67439	01
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified SELPA, 3412				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				3395	8182	INDEX	
Name of Grant Program 2023-24 Special Education Alternate Dispute Resolution						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$14,807		\$14,807		07/1/2023	9/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		

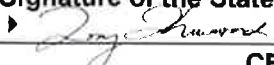
I am pleased to inform you that you have been funded for the Special Education Alternate Dispute Resolution Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:


Samantha Roan, Education Programs Consultant
 California Department of Education
 Focused Monitoring and Technical Assistance Unit V
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Please scan and email a signed copy of the Grant Award Notification (AO-400) to ADR@cde.ca.gov.

California Department of Education Contact Samantha Roan		Job Title Education Programs Consultant	
E-mail Address sroan@cde.ca.gov		Telephone 916-327-3674	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 5, 2023	

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Jesse Castillo		Title Asst Superintendent of Business Services	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature 		Date 10/2/23	

RECEIVED

SEP 25 2023

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2023	25220	67439	01
Attention Mr. Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Programs	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	6385	8590	INDEX	

Name of Grant Program
 California Partnership Academies Program: Career Technical Education Initiative (CTEI) 0615

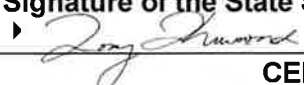
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$76,500		\$76,500		7/01/2023	6/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.


Please return the original, signed Grant Award Notification (AO-400) to:

Alicia Aguirre, Associate Governmental Program Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burright	Job Title Education Administrator
E-mail Address CPAcademies@cde.ca.gov	Telephone 916-319-0891
Signature of the State Superintendent of Public Instruction or Designee 	Date September 1, 2023

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Jesse Castillo	Title Assistant Superintendent	RECEIVED SEP 20 2023
E-mail Address jesse-m-castillo@scusd.edu	Telephone (916) 643-9055	
Signature 	Date	

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO BOX 246870 Sacramento, CA 95824			CDE GRANT NUMBER				
			FY	PCA	Vendor Number	Suffix	
			See Page 2	See Page 2	67439	05	
Attention Aliya Holmes, Coordinator II			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Foster Youth Services/Student Support & Health Services			Resource Code	Revenue Object Code	34		
Telephone 916-643-7991			6695	8590	INDEX		
Name of Grant Program Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2					0160		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$427,474.00		\$427,474.00		07/01/2023	06/30/2026	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		

I am pleased to inform you that you have been funded for the fiscal year 2023-24 Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Teressa Chan-Walters, Associate Governmental Program Analyst
 Whole Child Division/Tobacco-Use Prevention Education Office
 California Department of Education
 1430 N Street, Suite 6408
 Sacramento, CA 95814-5901

California Department of Education Contact Teressa Chan-Walters		Job Title Associate Governmental Program Analyst	
E-mail Address Tchanwalters@cde.ca.gov		Telephone 9163190195	
Signature of the State Superintendent of Public Instruction or Designee ▶ 		Date September 29, 2023	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent Jesse Castillo		Title Assistant Superintendent	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature ▶ 		Date 10/9/23	



Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of October 19, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Phoenix Construction, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

RECITALS:

A. DISTRICT intends to construct Oak Ridge Elementary School New Construction, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

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

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as

the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in

advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications, which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;

- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

ARTICLE 2: VIOLATIONS OF THE FIELD ACT

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

ARTICLE 3: TERM

The term of this Agreement shall commence on October 19, 2023 and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

ARTICLE 4: COMPENSATION

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed **Four Hundred Twenty-Nine Thousand Six Hundred Sixty Dollars (\$429,660)** for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Anthony Lea, Manager of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written

notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.

ARTICLE 6: INDEPENDENT CONTRACTOR

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything

contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

ARTICLE 7: FINGERPRINTING REQUIREMENTS

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

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

ARTICLE 8: INDEMNIFICATION AND EXCULPATION

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising out of the negligent acts or omissions of the INSPECTOR in connection with this Agreement; however, the INSPECTOR shall not be obligated under this Agreement to indemnify the DISTRICT, its agents, Contractors, Architects, or others involved in the Project to the extent that the damage is caused by the active or sole negligence of willful misconduct of the DISTRICT or its agents or servants, other than the INSPECTOR.

ARTICLE 9: INSURANCE

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person



- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector’s comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:	Property Damage:
\$2,000,000 Each Occurrence	\$2,000,000 Each Occurrence
\$2,000,000 Aggregate	\$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$2,000,000 Each Person/Occurrence	\$2,000,000 Each Occurrence

ARTICLE 10: NOTICE

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contracts
5735 47th Avenue
Sacramento, CA 95824

INSPECTOR:

George VanDusen
dba Phoenix Construction
8677 Kingdale Avenue
Orangevale CA 95662

ARTICLE 11: NONASSIGNABILITY

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 12: CONFLICT OF INTEREST

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.

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



ARTICLE 13: MODIFICATION IN WRITING

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.

ARTICLE 14: NONDISCRIMINATION

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

ARTICLE 15: CALIFORNIA LAW

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 16: BINDING EFFECT

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

ARTICLE 17: SEVERABILITY

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

ARTICLE 18: COUNTERPARTS

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

ARTICLE 19: INTERPRETATION

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

ARTICLE 20: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.



SA24-00370
George VanDusen
Dba Phoenix Construction

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

PHOENIX CONSTRUCTION

By: _____
Jesse Castillo
Assistant Superintendent

By: _____
George VanDusen

Date

Date



EXHIBIT A

CONTRACTOR CERTIFICATION

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

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

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

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title



PHOENIX CONSTRUCTION

8677 Kingdale Avenue
Orangevale, CA 95662
(916) 539-2512

Contr. Lic. #268157 / DSA Class 1 Project Inspector #6380
www.phoenixconstruction.com / phoenixconstruction@prodigy.net

PROPOSAL FOR INSPECTION SERVICES

Sacramento City Unified School District

September 14, 2023

RE: Project: Oak Ridge Elementary School Campus Replacement
Address: 4501 Martin Luther King Jr. Blvd, Sacramento, CA 95820
DSA App#: 02-120987 File#: 34-53

This Proposal is made and entered into by and between the Sacramento City Unified School District [SCUSD] and George V. VanDusen, dba Phoenix Construction [Inspector]. The Inspector is a registered school construction Project Inspector (DSA Class 1 #6380), as the term is defined by Education Code Section(s) 17311, 81141, & 81143, and has agreed to provide such services. SCUSD hereby hires the Inspector and/or his Associates as an independent Contractor and as a professional expert to provide inspection services for the “OAK RIDGE ELEMENTARY SCHOOL CAMPUS REPLACEMENT” project at 4501 Martin Luther King Jr. Blvd, Sacramento, CA 95820

SCOPE OF WORK:

Inspector will provide professional construction inspection services as a representative of the Authority Having Jurisdiction (AHJ) for the Oak Ridge Elementary School Campus Replacement project, as the Inspector of Record (IOR), and in accordance with the plans and specifications thereof, and the provisions defined in the Division of the State Architect IR A-8 “PROJECT INSPECTOR DUTIES AND PERFORMANCE”, as well as the California Code of Regulations Title 24, Part 1 of the California Administrative Code. Note that the Inspector is not a Safety Inspector and is not an enforcement agent for any jurisdictional safety agency. As such, the Inspector will not be responsible for safety compliance.

COMPENSATION:

The Inspector shall be compensated by the SCUSD at a rate of \$110.00 per hour, for up to 3906 hrs. [approx. 30 months], for a total fee of \$429,660.00. All payment applications are to be approved by SCUSD and unbilled funds are to remain with SCUSD. The Inspector is an Independent Contractor and as such, payments are to be made without deductions. For the purpose of IRS 1099-NEC distributions, the Inspector Tax ID is 94-2171356.

DSA APPROVAL:

The Inspector shall be responsible for completion of, and submitting to the Architect, the required DSA verification of qualifications, and complying with all duties defined in the aforementioned Code of Regulations and Administrative Code (Title 24, Part 1). The Inspector will be responsible for the posting and submittal of all the inspector required forms that will be required by the SCUSD, DSA (“BOX”), and the Architect & Engineer. Note: Non-DSA projects require a DSA-999 Verified Report at the completion of the project, to be filed with DSA.

TERMINATION (failure to perform):

Upon failure to perform by either party, this agreement and engagement of services may be terminated by either party upon thirty (30) days’ written notice.

Signed: _____ Date: _____
Sacramento City Unified School District

Signed: _____ Date: 09/14/2023
George V. VanDusen, DSA #6380



Sacramento City Unified School District

Contract for Services:

Significant Disproportionality Implementation Support

August 2023



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **23rd** day of **August, 2023**, between **Sacramento City Unified School District** (hereinafter referred to as "LEA") and Collaborative Learning Solutions, LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation, coaching, and/or professional learning to LEA. CONTRACTOR and LEA may be referred to individual or collectively as "The Parties".

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on **August 23, 2023** and shall end on **June 30, 2024**.

4. Contract Execution

LEA and CONTRACTOR are responsible for the full execution of this contract upon formal approval by both parties. No contract work shall be requested by LEA or completed by CONTRACTOR without a fully executed contract in place.

Contracts not fully executed within 45 days of LEA approval shall be subject to review and possible revision of fees for contracted services.

ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to



administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

7. Contract Termination

Either party may terminate this Contract with or without a material breach by the other party.

To terminate because of a material breach by the other party, the terminating party shall give the other party written notice specifying the material breach in detail. Unless such material breach is cured to the reasonable satisfaction of the terminating party, this Contract shall end on the thirtieth (30th) day after the breaching party's receipt of such written notice.

To terminate the Contract without a material breach, either party shall give the other party written notice of termination which shall end this contract on the sixtieth (60th) after the other party's receipt of such notice.

Upon termination of this Contract without notice of a material breach, CONTRACTOR shall be entitled to additional financial payments to offset financial losses. And as such LEA shall be responsible for making additional financial payments to CONTRACTOR upon early contract termination. To support this contract the CONTRACTOR has hired personnel and allocated staff time to fulfill all contractual obligations. LEA shall be invoiced for 50% of remaining unbilled balance at the time of contract cancellation without a material breach.

In the event of a prepayment of funding by the LEA, the LEA shall forfeit any and all prepaid funds if early contract termination is requested without notice of a material breach.

8. Cancellation/Postponement of Service Days

LEA and CONTRACTOR agree to honor and fulfill scheduled consulting, coaching, and professional development days as mutually agreed upon in advance. In most cases the scheduling of service days will require preparation, schedule coordination, and at times travel time and related travel expenses.

Cancellation or postponement of service days must be communicated in writing to all related parties a minimum of 24 hours in advance. If LEA cancels or postpones a service day less than 24 hours in advance the LEA shall agree to pay for this day at the CONTRACTORS current daily rate plus any related travel expenses incurred which CONTRACTOR is unable to cancel.

9. Delays or Rollovers into the Next School Year

Without an agreed and signed amendment extending the time for performance of this Contract, the Contract shall conclude on the end date stated in Paragraph 3, above, with any unbilled/remaining balance due to the CONTRACTOR. LEA extension requests for a Contract delay or rollover into the next school year for any reason, shall be considered by CONTRACTOR on a case-by-case basis taking into account CONTRACTOR's overhead obligations, staffing, and other obligations. In no case will the CONTRACTOR roll over more than ten percent (10%) of the service days provided in this Contract. Additionally CONTRACTOR will not rollover performance of the Contract's terms for more than seventy (70) calendar days beyond the end date stated in Paragraph 3.



10. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$2,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages: \$2,000,000 per occurrence/\$2,000,000 aggregate.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations through an amendment to this Contract.

11. Indemnification and Hold Harmless

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.



12. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

COMPENSATION

13. Terms and Payment Schedule

Total Contract Amount: \$225,000.

This rate is inclusive of preparation and travel.

The total cost amount includes all consultation, coaching, and professional development services outlined in Section 19.

The LEA shall pay to CONTRACTOR the Contract Amount on the following schedule:

10% Payable upon Contract Execution: \$22,500. The amount payable upon contract execution shall be invoiced NET 30.

Balance payable as follows:

Oct 1, 2023: \$101,250
Jan 1, 2024: \$50,625
Mar 1, 2024: \$50,625

CONTRACTOR will invoice the LEA in accordance with the payment schedule for amounts due. All related invoices shall be NET 30.

CONTRACTOR'S hourly rate is \$625 which equates to a daily rate of \$5,000. This is an all-inclusive rate to include travel, per diem, etc.



14. Independent Contractor

CONTRACTOR'S relationship with LEA will be that of an independent contractor, and nothing in this Agreement will be construed to create an employer-employee, joint venture, partnership, agency or other relationship between LEA and CONTRACTOR. CONTRACTOR has no authority to act on behalf of or to enter into any contract, or to incur any liability on behalf of LEA. LEA agrees that during the term of this Agreement, or any extension or renewal thereof, CONTRACTOR may be engaged by other persons, firms or corporations; provided, however, that the provisions of this Agreement will be strictly observed by CONTRACTOR with respect to such other persons, firms or corporations. CONTRACTOR is solely responsible for all taxes related to the services hereunder including, but not limited to, payments to or taxes for its employees or subcontractors, withholdings and other similar U.S. or international statutory obligations including, without limitation, Workers Compensation Insurance, Social Security, federal, state or any other employee payroll taxes. In the performance of all services hereunder, CONTRACTOR will comply with all applicable laws and regulations.

15. Representations and Warranties

Each Party represents and warrants to the other Party as follows:

That the individual(s) signing this Agreement on behalf of the respective Party has the full right, power, and authority to bind the respective Party to this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE SHALL BE NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY AND ALL SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT (INCLUDING BUT NOT LIMITED TO COPYRIGHT INFRINGEMENT BY LEA TO THIRD PARTIES), MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING OR PERFORMANCE UNDER THIS AGREEMENT

The Parties shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and make effective the services contemplated by this Agreement.

CONTRACTOR shall provide the Services identified in Section 19 in a timely and professional manner and LEA agrees to cooperate and provide information, personnel or documents to CONTRACTOR upon reasonable request and in a timely fashion that enables CONTRACTOR to complete those services identified in Exhibit A.

The Parties represent that no works will infringe on the copyright, patent, trademarks, publicity, privacy, trade secrets or other intellectual property rights of any third party.

16. Limitation on Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY (INCLUDING STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY



EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION HEREOF.

17. Confidential Information

"Confidential Information" shall include all information delivered by one Party to the other Party during the Term of this Agreement including, but not limited to, any and all methods, processes, strategies, plans, formulas, software, programs, sales and marketing information, technical and financial information, data, know-how, documentation and other information disclosed after the Effective Date, whether disclosed visually, orally, or in writing, and whether or not tangibly recorded, by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"). Except as otherwise provided in this Agreement, each Party considers any and all Confidential Information to be proprietary, and all of the Disclosing Party's Confidential Information shall at all times, and throughout the world, remain the property of the Disclosing Party, exclusively, and all applicable intellectual property rights in Disclosing Party's Confidential Information shall remain the property of the Disclosing Party, exclusively. Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof containing Confidential Information received from the Disclosing Party.

The Receiving Party agrees to restrict disclosure of the Disclosing Party's Confidential Information to those persons involved who have a "need to know". The Receiving Party and any persons involved on the Receiving Party's behalf: (i) shall maintain the confidentiality of the Disclosing Party's Confidential Information; (ii) shall not disclose such Confidential Information to any third party; and (iii) shall only use such Confidential Information for purposes of performing this Agreement. The Receiving Party agrees to handle the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party applies to its own Confidential Information of similar type, but in no event less than reasonable care.

The obligation to protect the Disclosing Party's Confidential Information and the liability for unauthorized disclosure or use of such information shall not apply with respect to information that: (1) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the Receiving Party without confidential limitation at the time of disclosure by the Disclosing Party, as evidenced by documentation in the Receiving Party's possession; (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order to a court, regulatory agents, or other governmental body in the United States or any political subdivision thereof, but only to the extent and for the purposes stated in such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and cooperate with the Disclosing Party if it desires to seek an appropriate protective order; or (6) is received rightfully and without restriction from a third party.

The parties hereto acknowledge that LEA possesses and will possess non-public information that has been created, discovered or developed by, or has otherwise become known to, LEA (including, without limitation, information created, discovered, developed or made known to CONTRACTOR arising specifically out of its retention as a CONTRACTOR by LEA), and/or in



which property rights have been assigned or otherwise conveyed or disclosed to LEA, which information has commercial value in the business in which LEA is engaged or intends to engage. All of the aforementioned information is hereinafter called "Confidential Information". By way of illustration, but not limitation, Confidential Information includes trademarks, patents, patent applications, trade secrets, research results, processes, formulae, data and know-how, improvements, designs, prototypes, inventions, techniques, technology (whether patentable or not), marketing plans, business plans, strategies, forecasts and customer lists and customer information of LEA. Confidential Information also includes any information which LEA has received from a third party which LEA is obligated to treat as confidential or proprietary.

Excepts as required by law, at all times CONTRACTOR and CONTRACTOR's employees and agents will keep in confidence and trust all Confidential Information and will not disclose, sell, use, lecture on, or publish any Confidential Information without the prior written consent of LEA, except as may be necessary in the ordinary course of performing his, her or its duties as a CONTRACTOR of LEA, and except that CONTRACTOR may disclose such information to his, her or its attorneys, agents and other business representatives as required by law. CONTRACTOR will also use his, her or its good faith efforts to ensure that his, her or its employees and CONTRACTORS also are aware of and comply with these obligations of non-disclosure and non-use.

18. Contract Dispute Resolution

Any disputes or disagreements between LEA and CONTRACTOR regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If a dispute arises under this Contract that the Parties herein cannot resolve, said dispute will be resolved as follows: the parties shall first make a good faith effort to resolve the dispute through mediation within 60 days of the notice of dispute, or pending the Parties' mediator's first date of availability. The mediation shall be conducted in California and unless the parties mutually agree that the mediation will be held remotely, the mediation will be held in a single physical location in Riverside County California.

Neither Party may submit the claim to arbitration until fifteen (15) days after the mediation session between the parties or ninety (90) days after the matter has been first referred to mediation, whichever is the first to occur. If the parties do not resolve the dispute by mediation within the



period described above, either Party shall refer the dispute for resolution by binding Arbitration. If the Parties cannot mutually agree on a single Arbitrator, each party will provide the name one (1) potential Arbitrator. Thereafter, the Parties proffered two potential Arbitrators will then select a third neutral Arbitrator as the sole "Final Arbitrator". The determination of the choice of the Final Arbitrator will be final and binding on the parties. The parties agree to equally share the costs of any mediation and/or binding arbitration.

The arbitration shall be conducted in California and administered by the American Arbitration Association in accordance with its Commercial Rules and, unless the parties mutually agree that the arbitration will be held remotely, the arbitration will be held in a single physical location in Riverside County California. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator, including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature which a court could award if the matter had been litigated in a court of competent jurisdiction. The decision of the arbitrator shall be final and binding on all parties. Judgment upon the award rendered by the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction thereof.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

In the event a Party refuses to participate in this Contract Dispute Resolution Process identified herein, the Parties hereby agree and consent to the exclusive jurisdiction of Courts of the State of California, County of Riverside.

WORK TO BE PERFORMED

19. Scope of Work/Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Appreciative Inquiry

CLS consultants will conduct an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement. This framework focuses primarily on the district structures developed to support schools with the implementation of a fully integrated multi-tiered support system (MTSS). A report highlighting strengths and opportunities for growth will be provided along with an executive summary and slide deck for presenting the findings to stakeholders.

Investment: \$25,000

Academic Office Leadership Team (AOLT) Consultation

Consultation and coaching for the Academic Office leadership team focused on the integration of multiple initiatives across the district. Sessions include an annual planning day to establish measurable annual goals for the team and quarterly meetings to set quarterly priorities and evaluate the previous quarter's performance. Consultation also includes meetings with the Chief Academic Officer and members of the leadership team regarding compliance with special education monitoring activities and the recent settlement agreement.



Investment: \$35,000

District Consultation

Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the CIM for CCEIS plan), implementation of BPSB settlement action, district leadership team consultation for establishing a district-wide integrated framework for MTSS. (10 days)

Investment: \$50,000

Restorative Discipline Guidelines

CLS Consultants will work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition. The guidelines will also provide guidance on the use of removals and exclusionary responses (i.e. suspensions).

Investment: \$25,000

Restorative Practices Training

Restorative practice is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision making. Restorative practices change the way we look at traditional behavior management by promoting the power of relationship and community building, rather than the power of punishment as a motivator. Restorative practices provide a framework and structure for responding to challenging behavior through authentic dialogue, self-reflection, empathy and accountability. CLS Consultants will provide two days of foundational Restorative Practices Training for the district team working to develop a set of Restorative Discipline Guidelines.

Investment: \$10,000

Evaluation of in-district EBD programs

CLS Consultants will conduct an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs.

Investment: \$35,000

Equity Community of Practice (ECOP)

The Equity Community of Practice (ECoP) strategy focuses on identifying root causes of inequities in the educational system and developing change ideas to ensure the highest outcomes for ALL students. Through this strategy affinity groups of stakeholders (i.e. parents and/or caregivers) are trained to analyze quantitative and qualitative data, identify potential root causes, develop change ideas on how to mitigate disparate outcomes, and monitor implementation data. (3 groups)

Investment: \$45,000

Note: Any service/support hours that exceed the hours allocated above, as well as service/support hours that are requested or necessary after June 30, 2024, will be billed in addition to the contract amount at the CONTRACTOR'S published hourly rate specified in Section 13.



20. Miscellaneous:

Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of mediating, arbitrating, or litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California.

Force Majeure.

Each Party shall be relieved from performance of any obligation under this Agreement if and while such non-performance is caused, directly or indirectly, by war (declared or undeclared), insurrection, civil disturbance, orders, rules, regulations or decrees of any competent government authority, strikes, labor shortages, pandemic and/or public-health crisis, fire, flood, earthquake, storm, failure of Internet access service, power outage, act of God, or any other event beyond the reasonable control of such Party.

Severability.

Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; such counterparts shall together constitute one and the same document. For all purposes, a signature by fax, by email of a PDF file, or by DocuSign shall be treated as an original signature.

Assignment.

This Agreement will be binding upon the Parties, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement may not be assigned by the parties without the prior written consent, which consent may be withheld, at the Parties sole and absolute discretion.

Entire Agreement.

This Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by any party, or anyone acting on behalf



of any party, that are not embodied in this Agreement with respect to the subject matter hereof.

In Witness Whereof, the Parties acknowledge and agree to be bound to the terms of this Agreement as of the Effective Date.

Sacramento City Unified School District

Collaborative Learning Solutions, LLC

Authorized Signature Jesse Castillo
Asst Superintendent

Date _____

[Signature]
Authorized Signature

Date 10-2-23

NOTICES

Notices to LEA shall be addressed to:

Invoices to LEA shall be addressed to:

Name

Name

LEA

LEA

Address

Address

City State Zip

City State Zip

Phone FAX

Phone FAX

Email

Email



Notices to CONTRACTOR shall be addressed to:

Regina Hartman
Name

Collaborative Learning Solutions, LLC
CONTRACTOR

27475 Ynez Rd., Ste. 774
Address

Temecula	CA	92591
City	State	Zip

888-267-6096
Phone FAX

rhartman@clsteam.net
Email

**Master Services and License Agreement
Between
Sacramento City USD
and
Accelerate Education**

Sacramento City USD ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("Accelerate") enter into this Master Services and License Agreement (the "**Agreement**") as of the 1st day of July, 2022.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, and any Accelerate Intellectual Property (defined below) incorporated therein, which Accelerate may from time to time provide to Customer hereunder (collectively, the "**Licensed Materials**"), and which Customer and Accelerate agree shall be listed in Exhibit A, which is incorporated herein by this reference. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including without limitation, developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive license during the Term to access and use the Licensed Materials listed in Exhibit A during the Term of this Agreement for Customer's internal business purposes, provided Customer complies with the other restrictions in this Section 3).

Copies of the Licensed Materials created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Licensed Materials themselves. Furthermore, Customer receives no rights to the Licensed Materials other than those specifically granted in this Section 3. Without limiting the generality of the foregoing, Customer receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform the Licensed Materials; (b) sublicense or otherwise transfer any of the rights granted in this Section 3 except as expressly provided herein; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Licensed Materials; or (d) use the Licensed Materials for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Licensed Materials, including without limitation as software-as-a-service. Accelerate grants the license in this Section 3 under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other intellectual property rights. Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

4) Term and Termination

Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue until June 30, 2023. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "Renewal Term") unless either party notifies the other in writing at least thirty (30) days prior to the end of the then current Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

Effect of Termination. Upon termination of this Agreement, the licenses granted in Section 3 will terminate, Customer shall cease all use of the Licensed Materials and delete all copies in its possession or control, and each party shall promptly return any property of the other's. The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Licensed Materials or services rendered before termination; (b) Sections 10 (Confidentiality), 6 (Data Use Restrictions), 13 (Indemnity), 10 (Disclaimer/Limited Liability), and 14 (Dispute Resolution and Arbitration); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in Exhibit B, which is attached hereto, and incorporated herein by this reference.

If Customer is hosting Licensed Materials, such Customer will provide Accelerate with enrollment reports on a monthly basis throughout the term of this Agreement (each, an "Enrollment Report") which included Student Identifier, Course Title, Start Date, End Date, Status (Active, Completed, Withdrawn, etc.). Accelerate shall invoice Customer for Licensed Materials in Exhibit A.

Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Data Management and Privacy

Data Ownership and License. Customer hereby grants Accelerate a limited license to reproduce and otherwise manage Customer Data (defined below) during the Term in accordance with this Agreement. ("Customer Data" means all information processed or stored in accordance with this Agreement by Customer or on Customer's behalf. Customer Data includes, without limitation, personal information and other information provided by Customer's customers, students, employees, and other users and by other third parties, other information generated through use of the Licensed Materials by or on Customer's behalf, and copies of all such information rendered onto paper or other non-electronic media).

Use and Disclosure. Accelerate may access and use Customer Data solely as necessary to provide the Licensed Materials to Customer, and unless it receives Customer's prior written consent, Accelerate: (1) shall not access or use Customer Data for any purpose other than to perform its obligations under this Agreement; and (2) shall not "sell" any Customer Data, as such term is defined under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, each as amended from time to time. Notwithstanding the foregoing sentence, Accelerate may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Accelerate shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

Aggregate/Anonymized Data. Notwithstanding the foregoing paragraph (Use and Disclosure), Customer hereby authorizes Accelerate: (1) to Anonymize (as defined below) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymized or aggregated Customer Data for any legal business purpose, including without limitation for distribution to third parties. ("Anonymize" refers to removal of personal information and any information reasonably likely to identify a company or other business entity.)

7) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

FERPA. Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

8) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Customer represents and warrants that it will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of Accelerate or any third-party.

Customer represents and warrants that: (a) it has and will collect any and all Customer Data (defined below) in compliance with all applicable laws, including without limitation laws on privacy, security, and disclosure of personal information; and (b) it has and will obtain such consents as are required by applicable law for Accelerate to access and process the Customer Data as authorized by to this Agreement.

Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials. Notwithstanding the generality of the foregoing, Customer shall comply with its obligations in Exhibit C attached hereto, which is incorporated herein by this reference.

9) Disclaimer; Limited Liability

ASIDE FROM THE EXPRESS WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ACCELERATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER

FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EVEN IF ACCELERATE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. For clarity, and without limiting the generality of the foregoing, Licensed Materials are the Confidential Information of Accelerate. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. Furthermore, Accelerate has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Accelerate, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Accelerate's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services. Feedback does not include any suggestion or idea to the extent that it solely addresses Customer's products or services.) The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Sacramento City USD	Accelerate Education
5735 47 th Ave	3655 W Anthem Way Suite A-109237
Sacramento, CA 95824	Anthem, AZ 85086
Tel: 916-643-7400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Accelerate Indemnity: Accelerate shall defend and indemnify Customer against any third party claim, suit, or proceeding ("Claim") arising out of, related to, or alleging infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right as a result of Customer's authorized use of the Licensed Materials (an "Infringement Claim"). However, Infringement Claims do not include, and Accelerate's obligations in the preceding sentence do not apply to, any claim, suit, or proceeding to the extent that it arises out of, relates to, or alleges:

- (v) Customer's breach of this Agreement;
- (ii) revisions to the Licensed Materials made without Accelerate's written consent;
- (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement or misappropriation, provided Accelerate offered such updates and upgrades without compensation not otherwise required by this Agreement;
- (iv) Accelerate's creation or modification of the Licensed Materials in compliance with specifications furnished by Customer; or
- (v) use of the Licensed Materials in combination with hardware, software, or other products or services not provided by Accelerate.

Customer Indemnity: Customer shall defend and indemnify Accelerate and Accelerate's officers, directors, employees, shareholders, parents, subsidiaries, successors and assigns against any Claim arising out of, related to, or alleging Customer's breach of its representations, warranties, or obligations under this Agreement.

Procedures for Claims. The indemnified party shall provide prompt notice of any indemnified Claim and reasonably cooperate with indemnitor's defense. Indemnitor will control the defense of any indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if the indemnitor fails to assume the defense on time to avoid prejudicing the defense, the indemnified party may defend the indemnified Claim, without loss of rights pursuant to this Section 13, until indemnitor assumes the defense; and (ii) indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation. Indemnitor's obligations will be excused if either of the following materially prejudices the defense: (A) indemnified party's failure to provide prompt notice of the indemnified Claim; or (B) indemnified party's failure reasonably to cooperate in the defense.

14) Dispute Resolution & Arbitration

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Amendment

Except as expressly provided in Section 5), this Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

18) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education

By: _____
Michael Axtman, President/CEO

Sacramento City USD

By: Rose Ramos
Printed Name: Rose Ramos
Title: CBO

Exhibit A
Licensed Materials



Credit Recovery Course Catalog

<p>Language Arts</p> <p>Language Arts 9 A&B* Language Arts 10 A&B* Language Arts 11 A&B* Language Arts 12 A&B*</p> <p>Mathematics</p> <p>Algebra 1 A&B* Algebra 2 A&B* Geometry A&B* Integrated Math 1 A&B* Integrated Math 2 A&B* Integrated Math 3 A&B* Consumer Math A&B Pre-Algebra A&B Pre-Calculus A&B</p> <p>Science</p> <p>Biology A&B* Chemistry A&B* Physics A&B* Earth Science A&B* Physical Science A&B*</p> <p>Social Studies</p> <p>American Government* American History A&B* World History A&B* Economics* Civics* World Geography & Cultures A&B*</p>	<p>Electives</p> <p>Art Appreciation Art History Character Education Child Development Marine Science Paleontology Renewable Energy Psychology Sociology Space Exploration Media & Communication Medicine Study Skills & Strategies Theater Studies</p> <p>World Languages</p> <p>Spanish 1 A&B Spanish 2 A&B Spanish 3 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p> <p>Health and P.E.</p> <p>Health Physical Education</p>
--	--

School Year 2022-2023

*Course has an Optional Adaptive Assessment Model

Exhibit B Pricing and Payment Schedule

1500	Credit Recovery Seat with Instruction	User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the year. Includes Content, Hosting, Support, and Instruction from CA Cert HQ Teachers. Bio/Chem/Physics included virtual labs. Invoicing would occur July 2022.	\$179.90	\$269,850.00
0	Credit Recovery Summer Seat with Instruction	Summer Session User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the summer school session. Price is per Seat. Includes Content, Hosting, Support, and Instruction.	\$88.00	\$0.00

Additional Information

- | |
|---|
| <ul style="list-style-type: none"> - Once a student completes or drops from a Seat, License is open for another student - Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year - Physical Materials not Included - IDEAL Learning Library if hosted by AE - CMS Edit for Full Time Seats if hosted by AE - School branded login page and logo within LMS included for Full Time Seats |
|---|

Subtotal	\$269,850.00
Tax	\$0.00
Total	\$269,850.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate (“Fitness Courses”) agree in writing to be bound by and to comply with the consent and release terms of use (“Terms of Use”) set forth below, and the code of conduct (“Code of Conduct”) set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent’s permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the “Releasees”). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee’s own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

By: _____

Printed Name: Michael Axtman

Title: President / CEO

Customer

DocuSigned by:

By: Rose Ramos
CC6FE7C204D7402...

Rose Ramos

Printed Name: _____

Title: Chief Business Officer

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services

And

Nexplore

The Sacramento City Unified School District (“District” or “SCUSD”) and Nexplore (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide evidence-informed programs that are aligned with Next Generation Science Standards and programming that supports the development of confidence, empathy, self awareness and interpersonal skills for students during the Sacramento City Unified School District’s Expanded Learning Programs at Camellia Basic, John Bidwell, Phoebe Hearst, Tahoe, Washington, Sam Brannan Middle School, School of Science and Engineering, David Lubin, Rosa Park K-8, and Fern Bacon Middle School; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 20 weeks at the ten school sites mentioned above; (2) students will engage in an enrichment course of school site choice. Courses to choose from include: Makers Club, Build A Bot, Science Wiz, Architecture, LegoRobotics, Zumba Kids, Fashion, Capoeira, etc.; (3) Nexplore programs will support Critical thinking, problem-solving, and logical reasoning; (4) Nexplore programs will support STEAM knowledge and skills, intrapersonal and interpersonal social skills, and physical health and fitness; (5) sessions will be 60 minutes in length, two sessions per week at each school site for 20 weeks; and type of program will be based on school site need and grade level; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

A. Roles and Responsibilities.

i. Nexplora Program shall adhere to the scope of work outlined in this agreement. Nexplora Program will provide staff, and coordinate across specified program sites. Nexplora Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Nexplora will request approval from Youth Development area specialist and complete all needed school district documentation. Nexplora Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 students in each class at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Nexplora Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$130,000**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

● Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Nexplere agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify Nexplere of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Nexplere agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Nexplere further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Nexplere shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Nexplere Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses,

including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Nexlore Program, any subcontractor, anyone directly or indirectly employed by Nexlore Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Nexlore Program, including the officers, employees, agents, and volunteers of Nexlore Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Nexlore Program.

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

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

K. Assignment. This Agreement is made by and between Nexlore Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between Nexlore Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Nexlore Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

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

DISTRICT:

By: _____ Date _____
Jesse M. Castillo, Assistant Superintendent
Business Services

CONTRACTOR:

By:  _____ Date _____
Nexplore

Print Name: Izidor Larea

Title: CEO

Address: 20241 NE 16th Place, Miami FL 33179

Phone Number: 786-768-6111

Email: dori@nexploreusa.com

**MOU- SCUSD Youth Development Support Services & Nexlore
 Scope of Work 2023-24 School Year
 Attachment A**

Description of Service	Nexlore Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Nexlore will plan, implement, modify and evaluate Nexlore programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Nexlore staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● The supplemental provider staff will always work in the presence of main provider staff at the site. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Nexlore will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Nexlore and the District 	<p>On-going</p>
<p>Program Evaluation: Nexlore will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Nexlore Program the total amount of \$130,000. ● Train Nexlore Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Nexlore’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Riemer Insurance Group, Inc.) and CONTACT NAME (Amanda Sullivan). Includes fields for phone, fax, email, address, and insurer details (Philadelphia Ins Company, Markel American Insurance Co).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Sacramento City Unified School District is included as Additional Insured with respects to General Liability as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

Table with 2 columns: CERTIFICATE HOLDER (Sacramento City Unified School District) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



ADDITIONAL REMARKS SCHEDULE

AGENCY Riemer Insurance Group, Inc.		NAMED INSURED Nexplore Nexplore LLC; Nexplore USA; Nexplore Franchise Group LLC Mind Lab South Florida LLC Dba: Nexplore 20241 NE 16th Pl Miami, FL 33179	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Continued
Cyber Liability:

Carrier: Coalition Insurance Solutions
Policy Number: C-4NH9-250183-CYBER-2023
Policy Term: 8/24/2023 to 8/23/2024

Aggregate Policy Limit of Liability \$2,000,000
Per Event Limit of Liability \$2,000,000

Third Party Security & Privacy:

- A. Network and Information Security Liability \$2,000,000
- B. Regulatory Defense & Penalties \$2,000,000
- F. Breach Response Services 72 hours following notification to Breach Response
- G. Breach Response Services \$2,000,000
- H. Crisis Management and Public Relations \$2,000,000
- I. Ransomware and Cyber Extortion \$2,000,000
- J. Direct and Contingent Business Interruption \$2,000,000 and Extra Expense Security & Systems Failure
- i. Waiting period: 8 hours, ii. Enhanced waiting period: 1 hour
- L. Digital Asset Restoration \$2,000,000
- N. Reputational Harm Loss \$2,000,000

Abusive Conduct Liability:

Carrier: Markel American Inc. Co.
Policy Number: AMM2609-03
Policy Term: 12/7/2022 to 12/7/2023
Limits \$1,000,000 Each Occurrence, \$2,000,000 Aggregate

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**

And

Science Alliance

The Sacramento City Unified School District (“District” or “SCUSD”) and Science Alliance (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide a hands-on, grade-specific, NGSS-based lessons to excite and educate students around STEM during the Sacramento City Unified School District’s Expanded Learning Programs at Abraham Lincoln, AM Winn, Caleb Greenwood, Elder Creek, John Cabrillo, Leataata Floyd, OW Erlewine, Suy:u, Sequoia, MLK Jr, and Matsuyama; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 31 weeks at the eleven school sites mentioned above; (2) students will strengthen their science education through exciting discoveries; (3) through building, experimenting, and entertainment students will participate in programs that allow them to become familiar with STEM concepts in a visual and interactive manner; (4) sessions will be 60 minutes in length, two sessions per week at each school site for 31 weeks; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

A. Roles and Responsibilities.

i. Science Alliance Program shall adhere to the scope of work outlined in this agreement. Science Alliance Program will provide staff, and coordinate across specified program sites. Science Alliance Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Science Alliance will request approval from Youth Development area specialist and complete all needed school district documentation. Science Alliance Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 students in each class at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Science Alliance Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$136,400**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

● **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Science Alliance agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify Science Alliance of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Science Alliance agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Science Alliance further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Science Alliance shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Science Alliance Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses,

expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Science Alliance Program, any subcontractor, anyone directly or indirectly employed by Science Alliance Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Science Alliance Program, including the officers, employees, agents, and volunteers of Science Alliance Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Science Alliance Program.

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

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

K. Assignment. This Agreement is made by and between Science Alliance Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between Science Alliance Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Science Alliance Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

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

DISTRICT:

By:

Jesse M. Castillo, Assistant Superintendent
Business Services

Date

CONTRACTOR:

By:

Science Alliance
Science Alliance

9/22/2023
Date

Print Name:

Jen Young

Title:

owner/director

Address:

4314 Hussey dr. Carmichael CA. 95608

Phone Number:

209-263-2303

Email:

yourfriends@sciencealliance.info

**MOU- SCUSD Youth Development Support Services & Science Alliance
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	Science Alliance Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Science Alliance will plan, implement, modify and evaluate Science Alliance programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Science Alliance staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Science Alliance will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Science Alliance and the District 	<p>On-going</p>
<p>Program Evaluation: Science Alliance will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
Program Planning Program; Management; Program Evaluation YDSS will:	<ul style="list-style-type: none"> ● SCUSD YDSS will pay the Science Alliance Program the total amount of \$136,400. ● Train Science Alliance Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Science Alliance’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**

And

Dream Enrichment Classes

The Sacramento City Unified School District (“District” or “SCUSD”) and Dream Enrichment Classes (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide art, STEM and creative enrichment classes to excite and educate students during the Sacramento City Unified School District’s Expanded Learning Program at Caroline Wenzel, Genevieve Didion, Golden Empire, Martin Luther King Jr, Matsuyama, Phoenix Park, Sutterville Elementary, Theodore Judah, Camellia Basic, Ethel Phillips, and Nicholas Elementary; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 31 weeks at the eleven school sites mentioned above; (2) students will engage in either Firefly Art, Early Engineers, Honeycode Video Game Coding, or Chess Academy; (3) sessions will be 60 minutes in length, two sessions per week at each school site for 31 weeks; (4) type of program will be based on school site need and grade level; (5) Chess Program students will learn how to play chess as well as learn about openings, endgames, different tactics, and strategies; (6) Firefly Art Program will teach students about different art skills or techniques that are commonly seen in a variety of art media; (7) Minecraft Coding tech camp students become the ruler of their own world, controlling their mobs and creatures and learning to change, customize and edit their tools and resources; (8) Early Engineers students will participate in a lego-based robotics program where kids build a new robot each class and write code to control their robot; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

A. Roles and Responsibilities.

i. Dream Enrichment Program shall adhere to the scope of work outlined in this agreement. Dream Enrichment Program will provide staff, and coordinate across specified program sites. Dream Enrichment Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Dream Enrichment will request approval from Youth Development Area Specialist and complete all needed school district documentation. Dream Enrichment Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 students in each class at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Dream Enrichment Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$136,400**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

● **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Dream Enrichment agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify Dream Enrichment of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Dream Enrichment agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Dream Enrichment further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Dream Enrichment shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Dream Enrichment Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Dream Enrichment Program, any subcontractor, anyone directly or indirectly employed by Dream Enrichment Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Dream Enrichment Program, including the officers, employees, agents, and volunteers of Dream Enrichment Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Dream Enrichment Program.

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

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

K. Assignment. This Agreement is made by and between Dream Enrichment Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between Dream Enrichment Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Dream Enrichment Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.


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

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

DISTRICT:

By: _____
Jesse M. Castillo, Assistant Superintendent
Business Services
Date _____

CONTRACTOR:

By: 
Dream Enrichment
9/23/2023
Date _____

Print Name: Santosh Sangras

Title: Executive Director, Dream Enrichment Classes

Address: 1820 Tribute Rd, STE F, Sacramento, CA 95815

Phone Number: 916-419-7644

Email: helpful@dreamclasses.org

**MOU- SCUSD Youth Development Support Services & Dream Enrichment
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	Dream Enrichment Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Dream Enrichment will plan, implement, modify and evaluate Dream Enrichment programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Dream Enrichment staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● The supplemental provider staff will always work in the presence of main provider staff at the site. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Dream Enrichment will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Dream Enrichment and the District 	<p>On-going</p>
<p>Program Evaluation: Dream Enrichment will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Dream Enrichment Program the total amount of \$136,400. ● Train Dream Enrichment Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Dream Enrichment’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

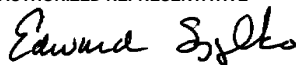
PRODUCER EJMS Insurance Services PO Box 33289 Los Gatos, CA 95031 Edward Szylo	408.402.0400	CONTACT NAME: Edward Szylo PHONE (A/C, No, Ext): 408.402.0400 FAX (A/C, No): 408.402.0401 E-MAIL ADDRESS: eszylo@ejms.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Prop & Cas Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:	Prop & Cas Ins Co of Hartford	34690	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Philadelphia Indemnity Ins Co	18058																				
INSURER B:	Prop & Cas Ins Co of Hartford	34690																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Thinking Tree Inc DBA Dream Enrichment Classes 1820 Tribute Road Ste F Sacramento, CA 95815-4307																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PHPK2521457	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2521457	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB852422	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SAM \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			57WECAK5RSU	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educator Liability			PHPK2521457	03/01/2023	03/01/2024	Claim/Agg 1M/2M
A	SAM Coverage			PHPK2521457	03/01/2023	03/01/2024	Claim/Agg 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sacramento City Unified School District is named as additional insured per endorsement CG 20 26 04 13 (see attached).

CERTIFICATE HOLDER SACCITY Sacramento City Unified School District 5735 47th Ave. Sacramento, CA 95824	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Sacramento City Unified School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



This Sales and Services Agreement (this "Agreement"), dated September 7, 2023 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of Merced campus, and Sacramento City Unified School District (SDUSD) ("Client"), having a principal place of business at 5735 47th Avenue, Sacramento, CA 95824.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

Section 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A

Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Sacramento City Unified School District - University of California

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University’s ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – Severability.

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client’s purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
MERCED CAMPUS ("University")

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By:

By:

Name:

Name: [Jesse Castillo](#)

Title:

Title: [Asst Superintendent](#)

Date:

Date:

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

Client

Full Legal Name: Sacramento Unified School District

Address: 5735 47th Avenue, Sacramento, CA 95824

Phone Number: 916-730-5269

Client Contact: Lisa Allen, Interim Superintendent

Invoice Remittance Address/Instructions: Invoice will be sent in April to Jesse Castillo, Assistant Superintendent of Business Services via email jesse-m-castillo@scusd.edu

University

Name (of Campus/Department): Center for Educational Partnerships

Address: 550 E Shaw Avenue, Suite 155, Fresno, CA 93710

Phone Number: 559-241-7475

University Contact: Orquidea Largo

II. TERM OF AGREEMENT

This Agreement begins on July 1, 2023, and ends on June 30, 2025, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services: The University agrees to provide technical assistance with the following modules:

- a) A-G Monitoring,
- b) Early Identification & Intervention Systems; and
- c) Guidance and Counseling.

The University represents that it has all licenses, permissions, and legal qualifications to perform this agreement.

This agreement shall begin on July 1, 2023, and shall terminate on June 30, 2025. There shall be no extension of the agreement term without all parties' written consent. The second year of this agreement will include a 5% increase to the total of \$192,810.89 annually.

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):

Year 1) \$192,810.89,

Year 2) \$202,451.43 including the 5% increase.

Payment Schedule: University will invoice in May 2024; and May 2025

Terms of Payment: Net30

Form of Payment: Check

Invoicing Address:

Sacramento City Unified School District

5735 47th Avenue

Sacramento, CA 95824

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
	D2. <u>Exchange Notice Appeals</u>: Establish protocol for prompt receipt of Exchange Section 4980H penalty notices; and respond to Exchange notices during 90-day window. ⁴	

Term

This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the later of three years from Effective Date or until the last deliverable for the reporting year(s) listed in the Order Schedule (the "Initial Term"). This Agreement shall automatically renew for the successive reporting year (each, an "Additional Term") unless either party provides written notice of termination no later than November 30th prior to the applicable Additional Term. Each Additional Term is subject to the same terms and conditions herein.⁵

¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

⁵ Any Additional Term is subject to an annual adjustment based on the Consumer Price Index.

General Client Requirements

- (i) Client shall provide Trusaic with all requested client data ("Client Data"). If Trusaic's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion in the applicable Forms, Trusaic will notify Client and Trusaic will not prepare any Forms for distribution and/or filing with the applicable reporting agency until after such time that Client provides Trusaic with complete and accurate Client Data ("Complete Client Data").
- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
 - Trusaic shall not be required to access Client Data from more than two data sources, which must consist of no more than one (1) payroll system and one (1) benefit administration ("BenAdmin") system. A \$3,000 fee for each additional/new data source will be assessed.
 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - o The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - o Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - o Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	2019-2020	NA	NA	NA	NA	NA
Current & Future Years	NA	NA	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	2019, 2020	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Compliance Tracking Services – CURRENT/ FUTURE Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

Client: Sacramento City USD

By (Signature): Jesse M. Castillo Date: 10/18/2023

Name (Print): Jesse Castillo Title: Asst Superintendent

Trusaic

By (Signature): _____ Date: _____

Name (Print): _____ Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
	D2. <u>Exchange Notice Appeals</u>: Establish protocol for prompt receipt of Exchange Section 4980H penalty notices; and respond to Exchange notices during 90-day window. ⁴	

Term

This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the later of three years from Effective Date or until the last deliverable for the reporting year(s) listed in the Order Schedule (the "Initial Term"). This Agreement shall automatically renew for the successive reporting year (each, an "Additional Term") unless either party provides written notice of termination no later than November 30th prior to the applicable Additional Term. Each Additional Term is subject to the same terms and conditions herein.⁵

¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

⁵ Any Additional Term is subject to an annual adjustment based on the Consumer Price Index.

General Client Requirements

- (i) Client shall provide Trusaic with all requested client data ("Client Data"). If Trusaic's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion in the applicable Forms, Trusaic will notify Client and Trusaic will not prepare any Forms for distribution and/or filing with the applicable reporting agency until after such time that Client provides Trusaic with complete and accurate Client Data ("Complete Client Data").
- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
 - Trusaic shall not be required to access Client Data from more than two data sources, which must consist of no more than one (1) payroll system and one (1) benefit administration ("BenAdmin") system. A \$3,000 fee for each additional/new data source will be assessed.
 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - o The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - o Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - o Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	2021-2022	NA	NA	NA	NA	NA
Current & Future Years	NA	NA	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	2021, 2022	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Compliance Tracking Services – CURRENT/ FUTURE Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

Client: Sacramento City USD

DocuSigned by:

By (Signature): Jesse M. Castillo

10/18/2023

Date: _____

Name (Print): Jesse Castillo

62EA4B50BB04454...

Title: Asst Superintendent

Trusaic

By (Signature): _____

Date: _____

Name (Print): _____

Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
	D2. <u>Exchange Notice Appeals</u>: Establish protocol for prompt receipt of Exchange Section 4980H penalty notices; and respond to Exchange notices during 90-day window. ⁴	

Term

This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the later of three years from Effective Date or until the last deliverable for the reporting year(s) listed in the Order Schedule (the "Initial Term"). This Agreement shall automatically renew for the successive reporting year (each, an "Additional Term") unless either party provides written notice of termination no later than November 30th prior to the applicable Additional Term. Each Additional Term is subject to the same terms and conditions herein.⁵

¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

⁵ Any Additional Term is subject to an annual adjustment based on the Consumer Price Index.

General Client Requirements

- (i) Client shall provide Trusaic with all requested client data ("Client Data"). If Trusaic's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion in the applicable Forms, Trusaic will notify Client and Trusaic will not prepare any Forms for distribution and/or filing with the applicable reporting agency until after such time that Client provides Trusaic with complete and accurate Client Data ("Complete Client Data").
- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
 - Trusaic shall not be required to access Client Data from more than two data sources, which must consist of no more than one (1) payroll system and one (1) benefit administration ("BenAdmin") system. A \$3,000 fee for each additional/new data source will be assessed.
 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	NA	NA	NA	NA	NA	NA
Current & Future Years	2023, 2024	2023, 2024	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Compliance Tracking Services – CURRENT/ FUTURE Reporting Years (PEPM) after Minimum Annual Fees	2023,2024	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

Client: Sacramento City USD DocuSigned by:
 By (Signature): Jesse M. Castillo 62EA4B50BB04454... Date: 10/18/2023
 Name (Print): Jesse Castillo Title: Asst Superintendent

Trusaic

By (Signature): _____ Date: _____
 Name (Print): _____ Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
John F. Otto dba Otto Construction**

This Amendment No. 2 to the Facilities Lease ("Second Amendment") is made and entered into this **19th day of October 2023** ("Effective Date") by and between the Sacramento City Unified School District ("District") and **John F. Otto dba Otto Construction** ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated **April 11, 2023**, pertaining to the **Oak Ridge Elementary School New Construction** ("Project") at Oak Ridge Elementary School, located at 4501 Martin Luther King Jr. Blvd., Sacramento, CA, ("Project Site"); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. **Page 15, Section 10.5 Compensation to John F. Otto dba Otto Construction for Preconstruction Services** is amended to read: "District agrees to reimburse John F. Otto dba Otto Construction in the total amount not to exceed ~~Seventy Two Thousand One Hundred Twenty DOLLARS (\$72,120)~~ ~~Seventy seven thousand Seven hundred Twenty DOLLARS (\$77,720)~~ **One hundred twenty thousand Ninety-six DOLLARS (\$120,096)**, for the performance of services contemplated by this Agreement."

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Second Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: _____

Name: Jesse Castillo

Title: Assistant Superintendent

Dated: October 9th, 2023

JOHN F. OTTO DBA
OTTO CONSTRUCTION

By: 

Name: Allison Otto

Title: President



September 26, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

RE: SCUSD Oak Ridge Elementary School New Campus – Preconstruction Amendment 2

Chris:

We are pleased to present our Preconstruction Amendment 2 at the value of **\$42,376** for the SCUSD Oak Ridge Elementary School New Campus project. This preconstruction amendment is for the design of the shade structures.

The GMP consists of the following:

- A. Original Preconstruction Value.....72,120
- B. Modular Elevator Preconstruction – Amendment 1.....5,600
- C. Current Preconstruction Value.....77,720
- D. Shade Structure Preconstruction - Amendment 242,376

Total Revised Preconstruction\$120,096

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

www.ottoconstruction.com
CA Lic #178809
DIR #1000005395



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Shade Structure

GENERAL INFORMATION

Firm Name	<u>Southern Hemisphere Shades, Inc.</u>
Firm Address	<u>PO Box 255008 Sacramento, CA 95865</u>
Name of Contact Person	<u>Andrew Koekemoer</u>
Telephone Number	<u>916.348.1391</u>
Fax Number	_____
E-mail	<u>andrew@buildshade.com</u>
CA License #	_____
DIR #	_____
Union Affiliation	_____

EXHIBIT 1 - PROJECT DOCUMENTS (FOR REFERENCE ONLY)

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 50% CD by Nacht & Lewis Architects dated 6/20/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes No, If No attach exceptions

EXHIBIT 2 - SHADE STRUCTURE LOCATIONS REFERENCE DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the Shade Structure Locations Reference Documents?

Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

Yes No, If No attach exceptions N/A Material purchase only

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

Yes No, If No attach exceptions N/A Material purchase only

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes No, If No attach exceptions N/A Material purchase only

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

Yes No, If No attach exceptions N/A Material purchase only

ADDENDA: _____



Preconstruction & Design Total

\$42,376.00

Please provide is a lump sum bid amount for preconstruction and design services.
During preconstruction, the Shade Structure Trade Partner is to provide the following design documents for incorporation into the Increment 2 drawings DSA Submittal set. These documents will be needed by 9/20/23.
The design documents must include the following:
 Custom Hip Shade Structure Drawings & Structural Calculations - (4) each 30' x 50'
 DSA Approved Cantilever Shade Structure PC Drawings - (2) each 20' x 30'
 DSA Approved Sail Shade Structure PC Drawings - (1) each 30' x 30'
Presonctruction services are to include responding to plan check comments and coordinate with Nacht & Lewis Architects as needed.

Construction Budget Total

\$381,392.00

Please provide a budget for construction (furnish & install).
 DSA PC Cantilever Shade Structures - install March 2025
 DSA PC Sail Shade Structures - install March 2025
 Custom Hip Shade Structures - install July 2025

(furnishing, no construction)

DVBE COMMITMENT (in dollars)

\$0.00 (we can look for suppliers that are DVBE but can't guarantee it at the moment)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Long Lead Items

None

Lower Tier Subcontractors

None

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Shade Structure Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Shade Structure Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.

SCUSD Oak Ridge Elementary

This agreement including but not limited to Materials, and/or Installation, and/or Consultation Services is a Direct Owner Contract, ("Contract"), inclusive of the attached terms and conditions, is dated August 31, 2023, as between Southern Hemisphere Shades, Inc. ("Contractor") and Otto Construction Inc. ("Owner").

Description of the Project and Description of the Significant
Materials to be Used and Equipment to be Installed known as ("WORK")

OVERVIEW

Project Name	SCUSD Oak Ridge Elementary	Project Number	TBD
Quote Date	8.31.23	Quote Expiration	9.07.23
Construction Address	4501 Martin Luther King Jr. Sacramento, CA 95820	Shipping Address	4501 Martin Luther King Jr. Sacramento, CA 95820

OWNER AND BILLING

Purchaser	Otto Construction Inc.	Purchaser Address	1717 2 nd St. Sacramento, CA 95811
Purchaser Phone		Contact	Mararm Daood
Contact Phone	916.441.6870	Contact Email	mdaood@ottoconstruction.com
Market	School	Territory	Greater Sacramento

ADMINISTRATION

Product and Pre-Construction Development Exec.	Andrew Koekemoer, 916.730.3727 andrew@buildshade.com	Operations and Construction Development Exec.	Paul Koekemoer 916.317.1744 paul@buildshade.com
--	---	---	--



MODEL, DESIGN PRINCIPLES AND SPECIFICATIONS

Building Code	CBC 2022 - DSA	Wind Load	93mph
Snow Load	0 lb.	Construction Type	II
Fabric Type	Mesh	Foundation Type	Pier
Product Type	Shade Sails, Cantilever and custom large structure	Product Number	Custom
Product Qty.	Varies	Dwg. Number	TBD
Structure Dimensions	See Below	Structure Entry Height	16' Max. for structures
Qty. of Fabric Covers	Varies	Qty. of Steel Columns	Varies
Column Connection	Embed	Steel Finish Type	Painted
Hardware Type	Galvanized	Cable Type	Galvanized
Cable/Hardware Inc.	Yes	Anchor Rods Inc.	No

MODEL RENDERING (SIMILAR)

See PC plans

NOTES

Provide PC plans for cantilever and shade sail structure. In addition provide custom engineering for (4) large hip shade structures. Includes manufacturing of fabric structures with delivery. Structures to be...

- (4) 50' X 30' X 16' Max Joined Hip Structures
- (2) 30' X 20' X 15' Max Cantilevers
- (1) 30' X 30' X 16' Max. Shade Sails

Pricing includes steel fabrication, all necessary hardware, cable and fabric for complete assembly. Shipping and handling to job site included. Construction, permits, inspections, city and/or county fees are the responsibility of others. PLA not included with pricing.

DESIGN, ENGINEERING AND ANALYSIS

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and 3-D Modeling of Fabric Structure(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering of Fabric Structure(s) or P.C. Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fabric Attachment Design Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fabric Patterning Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering of Foundation(s) or P.C. Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product Specifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevation Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plans
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digitally Sealed Drawings or P.C. Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digitally Sealed Structural Calculation Package or P.C. Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Feasibility Analysis: Reactions, loads, and calculations for wall and/or other attachment points	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Feasibility Analysis: For anchor point structural integrity and substantiation of existing conditions

PLANNING, APPROVAL AND ADMINISTRATIVE

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Planning and Milestones	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspections in Shop and/or at Construction Site
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Management and Gantt Chart	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Tests
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Permit Submission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Survey Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Permit Fees and Inspection Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bonding including Payment and Performance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Project Submission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage and Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Project Fees and Inspection Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages and Certified Payroll

PRODUCT ASSEMBLY AND CONSTRUCTION

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Specifications and Procedures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Pump
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition of Existing Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Pump Access Required: Single mobilization period is (1) one day. Additional days subject to change order.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asphalt and/or Concrete Cutting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Concrete Finish to Grade Level
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asphalt and/or Concrete Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Access Provided by Owner

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Access Provided by Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drilling and Anchorage onto Existing Concrete Pad
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Skidsteer or Small Excavator Access Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Custom Foundation Cover Finish: Asphalt, poured in place rubber, artificial surface, and/or others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Single Mobilization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Construction Hours Assumed: 7:00AM - 4:00PM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Preliminary Hand Excavation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Steel Framing Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Piled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hardware Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fabric Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Bin Dropbox	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Obstacles Clause in Effect	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grass Protection: Wood boards for driving equipment over.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Assessment Clause in Effect	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grass and Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rebar Reinforcing as per Structural Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assembly Warranty
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product Warranty
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Truck Access Required: Single mobilization period is (1) one day. Additional days subject to change order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance Manual

LARGE SCALE CONSTRUCTION, PRODUCT ADD ONS

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heavy Equipment Access Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Payment Software Costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Crane Access Required: Single mobilization period is (4) four hours. Additional hours subject to change order.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evening, Weekend or Overtime Work Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Crane Signaler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Apprentice Program Compliance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Manholes: For use by others.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing or Barricades: metal, plastic or fabric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Requirements for Special Safety Programs: Specific certifications, live scans, or drug screening
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition of Underground Obstacles: For example utility lines, concrete, or asphalt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Custom Travel: Additional required travel to and from job site.



<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shipping and Handling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax
-------------------------------------	--------------------------	-----------------------	-------------------------------------	--------------------------	-----------

The signatories to this Agreement consent to the following: (1) they have authority to sign on behalf of their respective parties, (2) have thoroughly read the details of this agreement including terms and conditions, attachments, and/or exhibits, and (3) will fulfill all details of their respective responsibilities.

Authorized Signator for Owner(S)

Authorized Signator for Contractor(S)

Dated: _____

Dated: _____

Signed: _____
Name

Signed: _____
Name

Print: _____
Name

Print: _____
Name

Title: _____

Title: _____

For: _____

For: _____

Owner's Authorized Representative:

Contractor's Authorized Representative:

Contact Info: _____

Contact Info: _____

TERMS AND CONDITIONS

- 1. QUALITY AND SCOPE OF WORK.** Contractor will furnish labor, materials, and equipment in accordance with the terms and conditions of this Contract to construct and complete the WORK in a competent and workmanlike manner, using new materials of the best of their kind, unless otherwise approved in a writing signed by Owner.
- 2. CONTRACT PRICE.** \$423,768.00 (including Downpayment, if any)
- 3. DOWNPAYMENT.** \$TBD
- 4. SCHEDULE OF PROGRESS PAYMENTS (MILESTONES).**

AMOUNT

\$TBD	Downpayment (Due on contract signing)
\$TBD	Performance and Material Payment (Due upon delivery of columns)
\$TBD	Performance and Material Payment (Due upon delivery of framing)
\$TBD	Performance and Material Payment (Due upon delivery of fabric)

All payments will be made within 14 days after billing. Overdue payments will bear interest at the rate of [percent] per month ([percent] per annum) from the date on which payment is due.

- 5. INSTALLATION.** Contractor will advise Owner of the scheduled construction start date. If the purchased products and/or services require Contractor access to the Owner's property, Contractor will be provided such access between 7:00 AM and 4:00 PM local time, and shall be allowed to perform WORK continuously throughout the duration of Project. Any after-hours, evening, weekend, or holiday work may be subject to a change order. The area shall be considered "closed" during the construction period and shall be clear of any obstacles. This includes automobiles, construction debris by others, Owner property, or any other items that may impede the construction process. Owners' installation site shall be accessible by driving automobiles for delivering construction equipment, materials, and other essentials by Contractor. Any exterior or interior adjacent valuables or furnishings, such as art, accents, furniture, etc. must be moved out of the installation work area before Contractor arrives for installation. We recommend removal in an area of thirty feet from the installation area. The Contractor cannot move back these same furnishings for liability reasons. Owner must provide sufficient access to the location of the installation on their property from a public right of way. Owner is responsible for providing any fencing, water, porta potties, sanitation, electrical, temporary power or other site condition requirements during the entire duration of construction, and if any are not provided, then the base agreement for installation shall be subject to a change order to reimburse Contractor for obtaining same. Moving of fencing, hoisting, or crane services shall be subject to a change order unless specified in the Scope of Work Inclusions and Exclusions. Owner may incur additional charges if utilities are not provided or noted in the Scope of Work Inclusions and Exclusions. An owner agent with layout decision authority shall meet the construction team at the project site on the scheduled start date. Owner agent shall verify the specific location where the Structure(s) is to be constructed. Contractor will not be responsible for relocating and/or repairing any underground lines, including but not limited to fiber optics, water, irrigation, sewer, electrical, gas, and unknown metal or concrete discovered during construction. Additional costs incurred due to underground obstacles, including utilities (routing, removal, or repair), hard rock conditions, asphalt, concrete, or any soil requiring supplemental equipment, will result in additional charges to cover delays in construction unless such conditions are communicated to Contractor prior to bid package being provided and documented in this contracts' Scope of Work Inclusions and Exclusions. To be incorporated into the Scope of Work, any underground obstacles must be detailed on as-built site-specific drawings and/or provided to Contractor in writing prior to manufacturing and construction. If soil is reused on-site or deposited into bins provided by others, such areas and/or bins shall be within (100) one hundred yards of installation area (to



be determined by closest material part of the structure to soil drop site).

6. SITE/USE REVIEW BY OWNER. The Owner shall determine that the purchased products and/or services are appropriate and safe for their application and location. The location of structure and it's safety in comparison to other objects is not the responsibility of Contractor, and Owner releases and waives any liability of Contractor for same. Contractor does not assume any liability for injuries, damages, or physical abrasion resulting from collisions by persons, moving objects, or any other item with the structure post(s), fabric, or any part of the product. For projects consisting of fabric replacement only Contractor does not intend nor assume responsibility for the structural integrity and capability of steel, foundations, and/or connection points to withstand new loads exerted by fabric, hardware, and any associated new work. Replacement fabric canopies do not certify that the existing structure meets building codes or local ordinances, nor do they represent their ability to withstand any specific environmental conditions. Owner takes full responsibility to determine the new fabric and structural loads from installed products do not exceed the tolerances of as-built conditions. The acceptance and liability of confirming the structure is safe and appropriate for being recovered including steel, foundations or any structural attachment is solely the responsibility of the owner. Contractor can provide third-party engineering structural packages for the Owner's review and/or assessment by a third-party vendor on the Owner's behalf. Any structural modifications to existing conditions shall be the Owner's responsibility.

7. EXISTING CONDITIONS. If existing conditions are to be used in any capacity including but not limited to concrete foundations, concrete pad, any existing concrete work, steel columns, beams, attachment locations, it is not the Contractor's responsibility to analyze and confirm these conditions are appropriate or safe. The Owner shall assume responsibility for completing such work at their discretion including but not limited to independent third-party inspections.

8. ATTACHMENTS. Owner acknowledges the following: (1) A notice concerning commercial general liability insurance is attached to this Contract; (2) a notice concerning workers' compensation insurance is attached to this Contract, (3) exemplar insurance certificates are attached to this Contract, (4) exemplar color selection forms are attached to this Contract and (5) an exemplar change order form is attached to this Contract.

9. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE Contract.

Attachments 1-3.
Addendum 1 - Additional Terms, Conditions and Limited Warranty

Any other addendums to be noted above and incorporated as needed.

10. CONTRACT, PLANS, SPECIFICATIONS AND PERMITS. Included to this Contract as Scope of Work "WORK", Contractor has provided details showing the product, size, dimensions, and the construction and equipment specifications for the Project. The Project will be constructed according to such details and specifications. Contractor can obtain, and Owner will pay, the cost for all required building permits and any assessments and charges required by any government agency relating to the Project. See Section 36 of this Contract. Any required structural or construction adjustments per the responsible public agency shall be subject to a change order. The Contract, plans, and specifications are intended to supplement each other. In case of conflict, the specifications shall control over the plans, and the provisions of this Contract shall control both.

11. RELEASE OF MECHANICS' LIENS. Contractor shall, upon satisfactory payment being made for any portion of the WORK performed, prior to any further payment being made, furnish to Owner a full and unconditional release from any potential lien claimant

claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the WORK for which payment has been made. This provision shall not apply if Contractor is required by Owner to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and payment of the Contract. If Contractor furnishes these bonds, bond equivalents, or a joint control approved by the Registrar of Contractors, Contractor may accept payment prior to completion.

12. DEFENSE/INDEMNITY. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the Contractor and its agents and employees, as well as any other party designated by project specifications from and against all liability, claims, damages, losses, expenses, or injuries to any person or to property, including injuries to Contractor's employees, and all expenses of investigating and defending against the same (a) arising from, or connected with the performance of, or failure to perform, the work or other obligations of this Contract, (b) caused or claimed to be caused by the independent negligence of the Contractor or the concurrent negligence of the Owner with the active or passive negligence of the Contractor, other direct contractors, subcontractors, or any other party designated by project specifications or their agents or employees. The defense and indemnity provisions set forth above shall not be limited by insurance requirements or any other provision of this Contract.

13. CHANGES. Any changes to an active Contract or Purchase Order must be agreed to by both parties and must be changed in writing prior to the beginning of the sun shade structure or other product installation. Owner must disclose to Contractor architectural changes or additions, prior to the beginning of the product production. Changes will not be made to active purchase orders after Contractor commenced sun shade structure or other custom product production unless Owner pays for the cost of associated with the signed copy of the requested changes via Change Order.

14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. The order will also describe the effect the order will have on the completion date. Owner may not require Contractor to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the foregoing in writing prior to the commencement of work covered by the new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

15. ADDITIONAL EXTRA WORK AND CHANGE ORDER PROVISIONS. Should Owner, construction lender, or any public body/inspector direct any modification, addition, or deletion to the WORK covered by this Contract, the cost shall be added to or deducted from the Contract price. For the purpose of this paragraph, "cost" is defined as the cost of extra contractors, labor, materials, and equipment, plus fifteen percent (15%) of "cost" for overhead and profit. Owner is entitled to a Contract price reduction equal to Contractor's cost savings for Change Orders that result in credits, including a reduction in overhead and profit because of a credit Change Order. Contractor incurred material and labor expenses, including partial expenses, shall be compensatable by the Owner with such items becoming property of Owner. Expenses incurred by Contractor because of unusual or unanticipated subsurface ground conditions or because of other unanticipated and unknown conditions (including, but not limited to, removal of toxic waste, asbestos, or material containing asbestos or toxic waste) shall be paid for by Owner as Change Order work. Contractor shall not remove any hazardous materials including asbestos from the project site as Owner shall be responsible for obtaining a third-party organization to provide such work. Contractor shall promptly notify Owner of latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. Owner agrees to extend the time to complete the Project in the event that Change Order work is required to a date reasonably sufficient to permit Contractor to perform such Change Order work.

16. CONTRACT PRICE ESCALATION. The Contract Price stated in the Contract and/or herein is subject to Escalation in price based on one or both of the following:

a. Contractor is entitled to a Change Order and payment or reimbursement for materials cost or equipment cost escalation in Contract's price for work in the event of any start-up delay, work stoppage or suspension ("Cessation Event") longer than sixty (60) consecutive days where such Cessation Event is not caused by the Contractor, or is otherwise the result of a Stop Work Notice issued by Owner due to Owner's failure to timely pay Contractor for their work per the terms of this Contract;

b. Contract shall be entitled to a Change Order and payment or reimbursement from Owner for cost Escalation in price of Work in the event there is any gross price increase in the actual cost for such materials or equipment necessary to perform work under Contract where such increase is greater than 5% occurring in a sixty (60) day period.

In the event there is an Escalation in price of materials or equipment subject to either a. or b. above, Contractor will document the basis for the Escalation and submit to Owner a Change Order consistent with the Contract Change Order/Extra Work provisions within fifteen (15) business days of the Contractor's discovery of such a price change condition, and Owner shall not unreasonably delay, dispute or withhold approval and payment.

The parties acknowledge that there is a recent history of extreme price fluctuations and inflation for construction materials as of the date of this Contract, which is anticipated to continue throughout the progress of construction. To the extent Owner and Contractor would approve and elect to purchase materials or contract for equipment early, upon fifteen (15) days written notice of their election, Owner shall timely pay Contractor all necessary deposit monies to obtain a price and quantity lock, or otherwise Owner will reimburse Contractor, to the extent such finance instruments have been selected and approved by Owner and may be available, the costs to obtain futures at their own expense to cover changes in price for materials or equipment subject to this Contract.

17. CONTRACT TIME ESCALATION. In estimating and evaluating Contract Price and Contract Time, Contractor is relying on a 30-day lead time for all material or equipment product deliveries. To the extent any Contract Price Escalation event as referenced in this Contract occurs and is related to an increase in time necessary for Contractor to perform work; or otherwise any material or equipment necessary for the Work shall have a longer than expected lead time greater than 30 days to receive delivery, Owner shall approve and Contractor shall be entitled to a Change Order adjustment to Contract Time and the Schedule of Work for the amount of any days of delay beyond the initial 30 day threshold.

18. FORCE MAJEURE EVENTS. Except to the extent provided in this Contract, no Party shall be liable for any default or delay in the performance of its obligations under this Contract (i) if and to the extent such default or delay is caused, directly or indirectly, by acts of disease, terrorism, fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other such similar cause beyond the reasonable control of such Party, and (ii) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. Any such event or occurrence as described in this section shall be deemed a "Force Majeure Event."

19. ALLOWANCES. If the Contract price includes allowances, and the cost of performing work covered by the allowance is less than the allowance, then the Contract price shall be decreased accordingly. Unless otherwise provided by this Contract or requested by Owner in writing, Contractor shall use its own judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished in such a way that the cost will exceed the allowance, Contractor shall comply with Owner's request, provided that Owner agrees, in writing, to pay for the additional cost as extra work. Owner may select the items covered by allowances, but Contractor

shall not be required to use materials, equipment, or labor to which Contractor has a reasonable objection. Owner shall promptly select all materials and equipment under an allowance to avoid delay in completion of the Project. Allowances shall cover the cost to Contractor for materials and equipment delivered to the Project site and all required taxes, less applicable trade discounts. Contractor's cost for unloading and handling at the Project site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract price and not in the allowance. Whenever costs are more than or less than allowances, the Contract price will be adjusted accordingly by a Change Order. The amount of such Change Order shall reflect that difference between actual costs and the allowances.

20. DELIVERY DATES. All delivery dates are estimated and subject to arrival of Owners requested components and fabrics, as well as possible back orders from Contractor vendors. Contractor reserves the right to amend estimated delivery dates. Due to global logistics, we make no representations or promises as to lead times for product availability or vendor delays.

21. CLEAN-UP. Upon completion of the WORK, Contractor will remove debris and surplus material from the Project site as per the Scope of Work Inclusions and Exclusions section of this Contract.

22. LABOR AND MATERIAL CHARGES. Contractor shall pay for labor, equipment, and material delivered to the job by Contractor and consumed in the Project, but is excused by Owner from this obligation for any labor, equipment and materials for which the Owner is in arrears in making progress payments to Contractor. Any equipment needs or shipping requirements not specified as per the Scope of Work Inclusions and Exclusions list shall be the responsibility of the Owner.

23. LIMITED WARRANTY. Contractor guarantees its installation of all materials and workmanship and agrees to replace, at his sole expense, to the satisfaction of Owner, any and all materials adjudged defective or improperly installed for a period of one year from completion and acceptance of the entire Project. Labor, shipping to Contractor and any expenses related to re-installation or repair shall be excluded when products are installed by others or outside the continental United States. Contractor warrants that all materials and equipment furnished by Contractor under this Contract shall be new and best of kind quality unless otherwise agreed to in writing by Owner. This guarantee shall not apply to damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear. In addition to the Product Limited Warranty included in Addendum 1, Contractor also represents that:

- A. Contractor warrants that all Contractor-supplied service and labor will be performed in a good and workmanlike manner.
- B. The warranty set forth in Addendum 1 will be the Owner's sole and exclusive warranty.
- C. Owner shall notify Contractor in writing detailing any defects for which a warranty claim is being made.
- D. No other warranty is implied.
- E. Warranty shall become void if payment is not received in full within (30) thirty days of completed assembly if installation is provided by Contractor, unless otherwise agreed to in writing by Company and Owner.
- F. Warranty shall become void if payment is not received in full within (30) thirty days of final invoice from Company when installation is not included, unless otherwise agreed to in writing by Company and Owner.
- G. In any event Contractor shall not be liable for special, consequential, indirect, or liquidated damages for any defect or warranty claims.
- H. Owner shall notify, in writing, any defect or warranty claims to Southern Hemisphere Shades, Inc. within 5 days of noticeable defect.
- I. Any act of vandalism (cutting, burning, etc.) is not covered by the stated warranty.
- J. Any acts of God (hurricanes, floods, tornadoes, earthquakes, etc.), including but not limited to snow, ice, or wind in excess of building code or engineered specifications, is not covered by the stated warranty.

- 24. DELAY.** Contractor shall be excused for any delay in completion of the Contract for any unanticipated cause outside of Contractor's control. Owner shall be responsible for any delay damages Contractor incurs as a result of an unreasonable and unexcused delay by Owner. Time for completion of the Project will be extended by Owner-caused delays. In addition, Owner shall be charged for additional equipment, labor, overhead and any other related charged due to Owner-caused delays or unforeseen conditions including concealed conditions. Contractor shall provide evidence of equipment rates, additional labor hours and overhead/profit shall be limited to 15% of accumulated equipment and labor charge.
- 25. RIGHT TO STOP WORK.** If Owner does not make timely payments in accordance with this Contract, Contractor shall have the right to stop or suspend WORK. Contractor may keep the job idle until all payments due are received. Failure by Owner to make payment within (60) sixty days of the due date shall constitute a material breach of this Contract.
- 26. ARBITRATION OF DISPUTES.** Any controversy arising out of or relating to the construction of the Project referred to in this Contract or regarding the interpretation of this Contract is subject to arbitration under California Law with the American Arbitration Association in accordance with the "Construction Industry Arbitration Rules and Mediation Procedures" in effect at the time of the demand for arbitration. As a condition precedent to arbitration, the parties must participate in mediation. The mediation shall be held in accordance with the "Construction Industry Arbitration Rules and Mediation Procedures" of the American Arbitration Association. Should any party refuse to fully participate or neglect to appear for mediation, they will be barred from maintaining a claim or set-off against the other in arbitration. Any party who refuses to appear or participate in the arbitration proceedings will be subject to default in accordance with the American Arbitration Association rules then existing. (30) Thirty days prior to the date set for the arbitration, the parties shall make a good faith exchange of any and all documents, photographs, videos, etc., relating to the controversy between them. The arbitrator, in his or her sole discretion, shall have the power to order additional discovery of any sort allowed under California Law. The arbitrator may also hire independent experts to assist the mediation process. Prior to settlement or award and subject to the "Attorneys' Fees" paragraph of this Contract, the costs of mediation and arbitration, including experts, shall be borne equally by the parties. Nothing in the foregoing should be interpreted to interfere with a Contractor or Subcontractor's right to sue to enforce mechanics lien rights and foreclose thereon, but the parties herein agree they will timely cooperate and seek an order from the court to stay any such proceeding in Superior Court to allow for the mediation and arbitration of all disputes which are subject to the jurisdiction of an arbitrator.
- 27. ATTORNEYS' FEES.** If either party becomes involved in litigation or arbitration arising out of this Contract or the performance thereof, the court or arbitrator in such litigation or arbitration, or in a separate suit, shall award costs and expenses, including expert witness fees and reasonable attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court or arbitrator will not be bound by any fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
- 28. AMBIGUITY.** In the event that the language of this Contract is determined to be ambiguous, the Contract shall be construed as having been jointly drafted by the parties to it and not interpreted against either one as the drafter of the Contract.
- 29. MUTUAL RESPONSIBILITY.** Contractor shall afford Owner and any contractors working directly or indirectly for Owner reasonable opportunity for introduction and storage of materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs in accordance with this Contract. If part of Contractor's WORK depends on proper execution or results upon construction or operation by Owner or another contractor, Contractor shall before proceeding with that portion of the WORK, promptly report to Owner any apparent discrepancies that would render it unsuitable for such proper execution and results.

30. DAMAGE TO PROJECT AND INSURANCE. Owner has the right, but not the obligation, to procure appropriate insurance, including Builders All Risk insurance to cover losses during course of construction, including vandalism, and malicious mischief, at Owner's own cost. Notwithstanding any such insurance procured by Owner, if the Project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the Project shall be paid for by Owner as extra work, unless such destruction or damage was caused by Contractor or any of his employees, subcontractors or material suppliers, in which case Contractor shall perform such work at its sole expense. Contractor will maintain in full force and effect, a general liability and workers' compensation insurance policy which cover the WORK and Contractor's employees. Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation. The insurance required by this provision shall remain in effect for as long as the Contractor has an insurable interest in the property and until the Project is completed. If the Project is destroyed or damaged by any insurable cause, then any work done by Contractor in rebuilding or restoring the Project shall be paid for by Owner as extra work.

31. PROJECT SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Contract. In the event that Contractor encounters on site conditions that Contractor reasonably believes to be harmful in any way, including hazardous materials, asbestos, and PCBs that have not been rendered harmless, Contractor shall promptly notify Owner of such condition and immediately suspend work in the affected area. Work shall not resume unless and until such condition has been remedied to the satisfaction of Contractor. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) persons authorized to be on the Project site; (2) the materials and equipment of, and work performed by, Contractor, other contractors, and Owner; and (3) property adjacent to the Project site such as trees, shrubs, lawns, sidewalks, and roads. Any Contractor requirements for special or specific safety programs or certifications, live scans, or drug screening, not currently held by contractor may be subject to a change order.

32. SUPERVISION. Contractor shall supervise and direct the WORK using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the WORK, unless otherwise agreed to by the parties. Contractor shall be responsible for examining portions of the WORK already performed under the Contract to determine that such portions are in proper condition to receive subsequent WORK. Supervision may be transferred to a Subcontractor as determined by the Contractor. Any "inspections" required by local, government, city or special requirements to be completed by a third party shall be the Owners responsibility.

33. SUBCONTRACTORS. Owner acknowledges that Contractor has the right to subcontract any portion of the WORK contemplated hereunder. In the event that Contractor does subcontract a portion of the WORK to a subcontractor, Contractor agrees to have such subcontractor be contractually obligated to Contractor in the same or substantial manner as Contractor is obligated to Owner hereunder. Contractor does not assume any liability whatsoever for Subcontractors or any WORK completed by others.

34. TERMINATION. If work is stopped for a period of (30) thirty days for any reason other than the fault of Contractor or one of its subcontractors, or if there is a material breach of the Contract by Owner, Contractor shall have the right to elect to terminate the Contract. Owner may terminate the Contract at any time for any reason upon (7) seven days written notice to Contractor. Upon termination, Contractor shall be entitled only to payment for all work performed, materials acquired for project, overhead, profit, and equipment provided through the date of termination. If the Contract is terminated by Owner, Contractor's one-year guarantee obligation shall commence on the date that Owner sends notification to Contractor of cancellation.

35. NOTICE TO CURE. As a condition precedent before any action or arbitration can be brought by Owner against Contractor or any of Contractor's subcontractors for any alleged construction defect, default under this Contract, or any other claim for damages, Owner must

provide written notice to Contractor and an opportunity to cure. The written notice must specifically identify the nature and location of any claimed construction defects, and/or defaults under the Contract. Owner must provide Contractor with the written notice within (30) thirty calendar days of discovery of the alleged defect or default, or any and all claims against Contractor for said defects and/or defaults are forever waived and barred. Owner must permit Contractor (5) five business days from the date that written notice from Owner to Contractor is actually received by Contractor, to begin curing or addressing the alleged defects and/or defaults. Within the (5) five day period, Contractor must either complete the corrections, or provide Owner with a written schedule for completion within a reasonable period of time. In the absence of Contractor's compliance with the above, Owner can employ any legal means to effect repairs and bring a claim against Contractor. Owner is exempt from the requirement of allowing Contractor an opportunity to cure, but not the requirement of notice, for emergency repairs. An emergency repair is one which is reasonably believed to be necessary to prevent personal injuries, or the loss or destruction of property in excess of \$2,500.00.

36. SITE PLANS, PERMITS & FEES. Unless documented in express Scope of Work herein, Inclusions/Exclusions summary, stamped structural drawings, stamped calculation packages, site plans, structure and/or product location approval by local or governing agencies, fabric attachment onto existing conditions analysis, existing framework inspection, local or governing permits, permit fees, inspections including city, local ordinance, California Division of the State Architect (DSA), governmental or special, surveying or otherwise approval by the governing agency are expressly excluded from this agreement. The Contractor does not represent, warrant, or guarantee in any way the items noted in this section or any other approval for construction will be obtained by the Contractor unless indicated in the Scope of Work.

37. FINAL DESIGN/APPLICATION. Contractor will not be responsible for the cost of a new sun shade structure or other product, or other collateral expenses, should the customer not be satisfied due to appearance of the final design and/or other variations beyond Contractor control. Seam patterning is determined based on the most economical solution.

38. STORAGE FEES. If Owner fails to take delivery of any Product on any mutually agreed upon scheduled delivery date within (30) thirty days of product arrival, Contractor shall store such Product and Owner shall be invoiced on the first day of each month following such scheduled delivery for reasonable administration and storage costs of 1.5% of contract total.

39. EXCLUSION FOR CONCEALED CONDITIONS. The Contractor will contact dig alert prior to the delivery and installation, and the Owner is obligated to have any underground latent conditions marked where there will be any digging at the installation location. If during the course of delivery and installation of any product, any latent conditions or underground that has not been marked by the Owner or communicated via as-built drawings then the Owner promises to indemnify, defend, hold harmless, waives and releases Contractor from any loss liability or damages associated with the installation. Concealed conditions include but are not limited to underground lines such as fiber optics, water, irrigation, sewer, electrical, gas, and unknown underground metal, asphalt, concrete or any other unknown obstacle not identified when this contract was established. If any concealed conditions are found during the construction process Contractor shall notify the Owner immediately upon such determination. Contractor shall continue WORK in other areas where practical to maintain project schedule. Contractor reserves the right to determine this practicality of continuation at their discretion. If concealed conditions are discovered Contractor will provide a subsequent change order to the Owner for authorization prior to continuation in the impacted area. Contractor has provided this contract based upon observations in the field, plans provided by Owner, or dimensioning software provided by others. As such Contractor cannot be found liable for discovering or damaging any unforeseen conditions including but limited to utility lines or any other unknown obstacle in which case the Owner shall bear the full responsibility. Additional construction equipment, labor, materials and/or means for progressing with excavation, steel placement, concrete installation may require a change order to be authorized and amended into this agreement prior to continuation of such services. Price quotes assume drilled pier footings unless specified otherwise in the Scope of Work Inclusions and Exclusions. Adjustments to the drilled pier foundation style including but not limited to spread footings, moving footing locations, bolting to existing foundations or any other third-party engineered approved



method may incur a change order for additional costs which shall be the Owners responsibility. Excavation conditions assume "standard soil" that does not contain sand, water, river rock, caliche, embedded rock, limestone, rocks larger than (5") five inches in diameter or heavier than (5) five pounds, other "hard rock conditions" or any other environment in which supplemental labor, equipment, material and/or third-party engineering services, including letters of approval, are required unless specified in the Scope of Work Inclusions and Exclusions.

40. CONFIDENTIALITY. Contractor agrees to hold all information in relation to this project as private and non-disclosure. We will not disclose your contractual terms without prior approval from the client mentioned in this agreement.

41. NO THIRD-PARTY BENEFICIARIES. This contract establishes no third-party assignments, rights, commitments or obligations between Contractor and any other organization, company or person, including any Owner who is not also an original purchaser of the materials and services provided by Contractor herein. The Contractor and Owner acknowledge and agree upon that there is no intention for any third-party beneficiary of the contract.

42. GOVERNING LAW. The Contractor and Owner authorize this contract to be interpreted and enforced in line with the laws of the State of California.

43. COMPLETE AGREEMENT / NO RELIANCE. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The terms of this Contract and its related exhibits and addendums supersede any representations in marketing materials or online web content. Owner hereby acknowledges that it has not relied upon any statements, claims or representations by Contractor, its representatives or distributors which are not expressly stipulated herein, including without limitation any statements, claims or representations as to the products, materials, services or warranties provided hereunder. This Contract can be modified only by a writing signed by both the Owner and Contractor.

44. PURCHASE ORDER. A subsequent Purchase Order may be initiated to authorize the acceptance of this agreement. The Purchase Order must expressly accept the terms and conditions of this agreement including this contracts reference number.

45. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions are attached as Addendum "1" to this Contract. All such concurrently or later addendums executed by the Owner and Contractor referencing the within Contract are hereby incorporated herein by reference and made a part of this Contract.

PRELIMINARY NOTICE INFORMATION

The Project is owned by: _____
(Name or names that appear on the deed of trust to the Project)

The Owner's address is: _____
(Street Address) (City) (State) (Zip Code)

The construction lender for the Project is: _____
(Include name and branch location)

The construction lender's address is: _____
(Street Address) (City) (State) (Zip Code)

ATTACHMENTS 1-3

(1) Change Order Form

Sample Change Order Form is attached to this contract.

(2) Color Selection Forms

Sample Color Selection Forms are attached to this contract.

(3) Commercial General Liability Insurance (CGL) and Worker's Compensation Insurance

This Contractor carries commercial general liability insurance written by Nautilus Ins Co. Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. A copy of the Contractor's standard insurance is attached to this contract as Exhibit 3 for your review prior to acceptance of the Contractor's proposal.

Mark One:

- This Contractor has no employees and is exempt from workers' compensation requirements.
- This Contractor carries workers' compensation insurance for all employees.

Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. A copy of the Contractor's standard workers compensation insurance is attached to this contract as Exhibit 4 for your review prior to acceptance of the Contractor's proposal.



Project Address: _____
(Street) (City) (State) (Zip)

Project Description: _____

Project name: _____ Project number: _____
Project contract date: _____ Contact: _____
Phone: _____ Email: _____

The contract for the aforementioned project is hereby modified and amended as follows: (DESCRIBE CHANGES REQUESTED) _____

It is mutually agreed that the contract price is INCREASED/DECREASED (circle one) by \$_____, as a PAYABLE/DEDUCTIBLE (circle one) change order in accordance with the terms of our contract.

As a result of this change order, the progress payment schedule will be changed in the following manner: _____

As a result of this change order, the time for completion of the aforementioned contract is hereby EXTENDED/REDUCED (circle one) by an additional _____ days.



SOUTHERN
HEMISPHERE
SHADES, INC.

CHANGE ORDER

This change order is incorporated into and governed by the contract for the aforementioned Project and is incorporated therein.

Dated: _____

Submitted by Contractor:

By: _____

Contractor

Authorized Signer Name

Authorized Signer Title

Dated: _____

Approved by Owner:

By: _____

Authorized Signer Name

Authorized Signer Title



SOUTHERN
HEMISPHERE
SHADES, INC.

COLORS SOLACE FR MESH



Solace FR Mesh is the finished fabric coverings offered exclusively through Southern Hemisphere Shades, Inc. Solace FR Mesh fabric covers utilize raw materials that are certified by the California State Fire Marshall (CSFM), Division of State Architect (DSA), National Fire Protection Association (NFPA 701) and ASTM International (ASTM E-84). Please note due to variations in the material this is printed on or device being viewed with the colors depicted here may vary slightly from the finished product. UV stands for Ultraviolet Radiation and the percentage of rays blocked from the sun, which are known to damage the skin including the potential of skin cancer. SH stands for shade factor which is the amount of shade we see underneath the covering during a sunny day. Essentially it's the amount of visible light that is stopped. As example the color Midnight stops more visible light than Pearl.





SOUTHERN
HEMISPHERE
SHADES, INC.

COLORS STEEL

HYPER BLUE SW 6965 <input type="checkbox"/>	LOYAL BLUE SW 6510 <input type="checkbox"/>	DYNAMIC BLUE SW 6958 <input type="checkbox"/>	REAL RED SW 6868 <input type="checkbox"/>
DECISIVE YELLOW SW 6902 <input type="checkbox"/>	AFRICAN VIOLET SW 6982 <input type="checkbox"/>	LUCKY GREEN SW 6926 <input type="checkbox"/>	NIFTY TURQUOISE SW 6941 <input type="checkbox"/>
BEIGE SW 2859 <input type="checkbox"/>	BLONDE SW 6128 <input type="checkbox"/>	CELERY SW 6421 <input type="checkbox"/>	JADE DRAGON SW 9129 <input type="checkbox"/>
EXTRA WHITE SW 7006 <input type="checkbox"/>	REFUGE SW 6228 <input type="checkbox"/>	VINTAGE VESSEL SW 9050 <input type="checkbox"/>	MONORAIL SILVER SW 7663 <input type="checkbox"/>
THUNDER GRAY SW 7645 <input type="checkbox"/>	BLACK MAGIC SW 6991 <input type="checkbox"/>	COBBLE BROWN SW 6082 <input type="checkbox"/>	TERRA COTTA SW 2803 <input type="checkbox"/>

Please mark your color choice and initial at the bottom of the page. Due to variations in the material this is printed on or device being viewed with the colors depicted here may vary slightly from the finished product.



Please complete the information below and include with the following documents...

1. Fabric Color Section: Colors Solace FR Mesh document with choice selected.
2. Steel Color Selection: Colors Steel document with choice selected.

Project Address: _____
(Street) (City) (State) (Zip)

Project name: _____ Project number: _____
Project contract date: _____ Contact: _____
Phone: _____ Email: _____

Dated: _____

Dated: _____

Submitted by Contractor:

Approved by Owner:

By: _____
Contractor

By: _____

Authorized Signer Name

Authorized Signer Name

Authorized Signer Title

Authorized Signer Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bill Hoge Insurance Agency 729 Sunrise Ave, #502 Roseville CA 95661		CONTACT NAME: PHONE (A/C, No, Ext): 916-749-3702 FAX (A/C, No): 877-749-3707 E-MAIL ADDRESS: bill@hogeinsurance.com	
INSURED Southern Hemisphere Shades, Inc. 4212 Roseville Rd. Ste. G North Highlands 95865		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty Insurance Company INSURER B: FARMERS INS EXCH 21652 INSURER C: Evanston Insurance Company INSURER D: STATE COMPENSATION INS FUND 35076 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		L358000204-1	04/09/2023	04/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		606763196	09/24/2022	09/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EZXS111872	04/09/2023	04/09/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	926375722	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bill Hoge</i>
---------------------------	--



Change Order 01

Date: September, 19, 2023

Project Name: Clayton B. Wire Deferred Maintenance
 Project No: 0262-461
 DSA File No: N/A
 DSA Application No: N/A

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: John F. Otto, Inc. dba Otto Construction
 1717 Second Street
 Sacramento, CA 95811

Architect: None

Construction Manager: Kitchell CEM
 2450 Venture Oaks Way, Suite 500
 Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Allowance District N/A Reconciliation of contract		0
Contract time will be adjusted as follows:	Original Contract Amount with Allowances:		\$2,832,000.00
Previous Completion Date: 5/19/2023	Amount of Previously Approved AED(s)/PCO(s):		\$0.00
0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	(72,015.72)
Current Completion Date: 5/19/2023	Revised Contract Amount After this change order:		\$2,759,984.28

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures

District: Sacramento City USD

Contractor: John F. Otto, Inc. dba Otto Construction

Allison Otto

9/20/23

 Jesse Castillo, Interim CBO Date

 Allison Otto, President & CEO Date



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties");

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on June 22, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be November 2, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after November 2, 2023, on a fee basis up to a maximum of \$516,463.50, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Design services for new booster pump, batting cage design and Romtec building, which was not included in original scope of work

Description of funding changes to contract:

Original contract amount	\$443,598.75
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$443,598.75
Amount of this change order.....	\$72,864.75

NEW CONTRACT AMOUNT.....\$516.463.50

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: November 2, 2023

**Sacramento City Unified School
District**

Verde Design, Inc.

Jesse Castillo
Assistant Superintendent of Business
Services

Mark Baginski



VERDE DESIGN

1843 Iron Point Rd, Suite 140
Folsom, CA 95630
t 916.415.6554 f 408.985.7260
www.VerdeDesignInc.com

Revised October 10, 2023
September 5, 2023

Mr. Chris Ralston
Director, Facilities Management & Operations
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Delivered via Electronic Mail

RE: Add Service Request 001R – Booster Pump, Batting Cage & Romtec
JFK HS Baseball and Softball Field Renovations
Verde Project Number 2304201

Dear Chris:

Per our conversation we have prepared the following request for additional services related to the above-referenced project. The proposal is for work identified outside of our original scope of work. The items included in this request are as follows:

1. Provide the design, engineering and detailing for a new booster pump unit and do an investigation of the existing irrigation controllers to determine if they need to be replaced. This work was not part of the original scope. We will need to meet maintenance staff on site to review and understand the existing irrigation system and coordinate with the proposed system for the baseball and softball fields. We will review the existing irrigation schedule to understand how the system is operated, provide pump requirements, booster pump design, and details. Review existing controllers and provide upgrade options that will work with proposed renovations. Electrical will provide and design power to replace and connect new booster pump and will coordinate the electrical loads with Verde Design. Provide required details for disconnect switch for outdoor connection along with details per standards with flow sensor and master valve, along with construction support.

Fees:

Verde Design	\$ 4,200
Electrical Engineer	\$ 6,600
Irrigation	\$ 6,325
Total Fee	\$ 17,125

2. Provide the design, engineering and detailing for a new metal roof batting cage for the baseball and softball fields. Per the original contract the batting cage was to match Hiram Johnson high school which is a chain link roof. The new batting cage will be designed to have a single sloped metal roof to match the style of the metal roof dugouts and include interior lighting. Structural will design and provide structural calculations and detailing for the two single bay batting cages (one for baseball and softball each) and post permit construction administration. Electrical to provide and design lighting for the baseball and softball batting cage. Verde Design will also coordinate the mounting details and structural calculations. Construction administration will be included.

Fees:

Verde Design	\$ 5,200
Electrical Engineer	\$ 7,700
Structural Engineer	\$ 5,720
Total Fee	\$ 18,620

3. Provide design and engineering for a Romtec building which will include two rooms, single use restroom and site utility infrastructure. For the pre-engineered buildings, whether it is Romtec, Enviroplex, or Meehlis, there is a purchase price for the completion drawings. At Hiram Johnson, AM Stephens covered this cost. For this project we are covering the cost so Romtec can provide complete 100% drawings for bidding. This fee is not known up front. Romtec needs to design the building first. Once the style, fixtures, components, doors, and roof designs are accepted, they then provide a fee and proposal for the completion drawings. Final decisions were made on the building in early August, and Romtec provided their proposal on 8/11/23. 100% construction drawings will include the overall building along with plumbing, electrical lighting, outlets, and restroom equipment. Electrical to provide and design power to connect to a modular restroom and details along with construction administration.

Fees:

Verde Design	\$ 5,600
Electrical Engineer	\$ 3,300
Romtec	\$ 24,750
Total Fee	\$ 33,650

The additional fee to complete the scope of work is **\$69,395**.

Chris, if this proposal meets with your approval, then sign and return this proposal to our office or issue a purchase order that reflects the contents of this proposal. Thank you. This proposal shall remain valid for a period of thirty (30) days.

Respectfully submitted,
Verde Design, Inc.



Mark S. Baginski RLA LEED AP
Principal

cc: Verde Design Distribution

PROPOSAL APPROVED BY:
Sacramento City Unified School District

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

Meeting Date: November 2, 2023

Subject: Approve Personnel Transactions 10/19/2023

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

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

Documents Attached:

1. Certificated Personnel Transactions Dated October 19, 2023
2. Classified Personnel Transactions Dated October 19, 2023

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Attachment 1: CERTIFICATED 10/19/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BARRAZA OCHOA	RAUL	B	Teacher, High School	ROSEMONT HIGH SCHOOL	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
DINUNZIO-MACDONALD	EMILY	B	Teacher, Elementary	THEODORE JUDAH ELEMENTARY	9/27/2023	6/30/2024	EMPLOY PROB 9/27/23
FERREIRAE	HOLLY	B	Clinician Psych/ Soc Wrkr	SPECIAL EDUCATION DEPARTMENT	8/21/2023	6/30/2024	EMPLOY PROB 8/21/23
RANGEL	JUAN	0	Teacher, High School	THE MET	8/24/2023	6/30/2024	EMPLOY PROB 8/24/23
YUN	JAMES	B	Teacher, Elementary	CESAR CHAVEZ INTERMEDIATE	9/27/2023	6/30/2024	EMPLOY PROB 9/27/23
LEAVES							
BERNARDINO	ANGELA	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	10/2/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 10/2/23
CARTER	MEGAN	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	8/31/2023	9/30/2023	LOA (PD) FMLA/CFRA 8/31-9/30/23
ELLEFSEN	MICHELE	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	9/6/2023	9/11/2023	LOA EXT (PD) HE 9/6-9/11/23
RICHARDSON	DENISE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	10/5/2023	6/30/2024	LOA (PD) ADMIN 10/5/23
RODRIGUEZ	ARTURO	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	9/27/2023	6/30/2024	LOA (UNPD) 9/27/23
ROSENHEIM	LAURA	A	Teacher, Elementary	THEODORE JUDAH ELEMENTARY	9/14/2023	9/30/2023	LOA EXT (PD) 9/14-30/23
SAETEURN	FAM	A	Teacher, High School	CAPITAL CITY SCHOOL	9/11/2023	6/30/2024	LOA RTN (PD) 9/11/23
THOMAS	SILVI	A	Teacher, High School	ROSEMONT HIGH SCHOOL	10/1/2023	6/30/2024	LOA (PD) FMLA/CFRA 8/31-9/30/23
TURNER	VALERIE	0	Teacher, Spec Ed	CALIFORNIA MIDDLE SCHOOL	10/6/2023	6/30/2024	LOA (UNPD) ADMIN 10/6/23
RE-ASSIGN/STATUS CHANGE							
CRAWFORD	JENNIFER	A	Librarian, High School	ROSEMONT HIGH SCHOOL	7/1/2023	6/30/2024	REA 7/1/23
FONG	BRADLEY	A	Teacher, Elementary Spec Subj	CAROLINE WENZEL ELEMENTARY	9/25/2023	6/30/2024	REA 9/25/23
FONG	BRADLEY	A	Teacher, Elementary Spec Subj	NICHOLAS ELEMENTARY SCHOOL	9/25/2023	6/30/2024	REA 9/25/23
GALBRAITH	CARLA	Q	Director III, Adult Education	ADULT EDUCATION/SKILL CTR.	8/21/2023	6/30/2024	REA/STCHG 8/21/23-6/30/24
HOLMES	KIMBERLY	A	Teacher, Resource, Special Ed.	HIRAM W. JOHNSON HIGH SCHOOL	9/18/2023	6/30/2024	REA 9/18/23
TRIMINGHAM	YUMIKO	A	Teacher, Spec Ed	ELDER CREEK ELEMENTARY SCHOOL	9/25/2023	6/30/2024	REA 9/25/23
SEPARATE / RESIGN / RETIRE							
ELLEFSEN	MICHELE	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	9/6/2023	9/11/2023	SEP 39MO 9/12/23
VANVELZEN	LOUIS	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	3/3/2023	6/30/2023	TERM 6/30/23
TRANSFER							
HENDERSON	DANA	0	Teacher, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	10/2/2023	6/30/2024	TR 10/2/23
HOPLEY	JAMES	A	Teacher, Resource, Special Ed.	CALIFORNIA MIDDLE SCHOOL	5/22/2023	6/30/2023	TR 5/22/23

Attachment 2: CLASSIFIED 10/19/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BECKETT	TONYA	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
JONES	MELISSA	B	Office Tchncn III	NUTRITION SERVICES DEPARTMENT	8/7/2023	6/30/2024	EMPLOY PROB 8/7/23
KINNICK	ADELHEID	B	Instructional Aide	THEODORE JUDAH ELEMENTARY	8/31/2023	6/30/2024	EMPLOY PROB 8/31/23
KITCHEN	LAURA	B	Instructional Aide	ELDER CREEK ELEMENTARY SCHOOL	8/31/2023	6/30/2024	EMPLOY PROB 8/31/23
MARKING	JANEA	B	Chief Business and Ops Officer	BUSINESS SERVICES	10/4/2023	6/30/2024	EMPLOY PROB 10/4/23
ORNELAS	MICHELLE	B	Clerk II	CAMELLIA BASIC ELEMENTARY	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
RODRIGUEZ	SARAH	B	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
LEAVES							
DIAZ-UPTON	CRYSTAL	B	Instructional Aide	GOLDEN EMPIRE ELEMENTARY	9/25/2023	10/6/2023	LOA (UNPD) 9/25-10/6/23
HELTON-ADAMS	SANDRA	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	8/24/2023	9/30/2023	LOA EXT (PD) 8/24-9/30/23
LEARY	NICOLE	B	Instructional Aide	THEODORE JUDAH ELEMENTARY	9/17/2023	9/30/2023	LOA EXT (PD) 9/17-30/23
SMITH	JENCI	A	School Office Manager I	CALEB GREENWOOD ELEMENTARY	7/1/2023	7/31/2023	AMEND LOA (PD) FMLA/CFRA 7/1-10/13/23
ZAPIEN	HALEY	A	Clerk II	MARTIN L. KING JR ELEMENTARY	9/19/2023	10/4/2023	LOA (PD) 9/19-10/4/23
RE-ASSIGN/STATUS CHANGE							
BROWN	MICHELE	B	Inst Aid, Spec Ed	CAROLINE WENZEL ELEMENTARY	8/31/2023	11/30/2023	REA/STCHG 8/31/23
COBIAN	PAKETTU	B	Foster Youth Srvs Prog Asst	FOSTER YOUTH SERVICES PROGRAM	9/11/2023	6/30/2024	REA 9/11/23
MUNOZ	TERESITA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/25/2023	6/30/2024	REA/STCHG 9/25/23
RIOS	SANDRA	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	10/16/2023	6/30/2024	REA 10/16/23
RUIZ ACOSTA	JUAN MIGUEL	B	Supervisor I, Chef /Trainer	NUTRITION SERVICES DEPARTMENT	9/18/2023	6/30/2024	REA/STCHG 9/18/23
SANDOVAL	APRIL	B	Nutri Services Program Tech II	NUTRITION SERVICES DEPARTMENT	9/1/2023	6/30/2024	REA/STCHG 9/1/23
SANDOVAL	APRIL	B	Office Tchncn III	NUTRITION SERVICES DEPARTMENT	9/1/2023	6/30/2024	REA/STCHG 9/1/23
SITU	LIMING	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	10/9/2023	6/30/2024	REA/STCHG 10/9/23
SOLORIO LAZARO	MARIANA	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	10/9/2023	11/30/2023	REA/STCHG 10/9/23
SOLORIO LAZARO	MARIANA	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	12/1/2023	6/30/2024	REA/STCHG 10/9/23
SEPARATE / RESIGN / RETIRE							
BRADY	RENEE	B	Noon Duty	ALICE BIRNEY WALDORF - K-8	4/21/2023	6/22/2023	SEP/RESIGN 6/22/23
CANNEDY	JAMAL	B	Office Tchncn III	UMOJA INTERNATIONAL ACADEMY	7/1/2023	9/22/2023	SEP/TERM 9/22/23
CRUZ-ROLISON	DEAVENNIE LEA	B	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	9/15/2023	SEP/RETIRE 9/15/23
DUNGCA	KIRA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	7/1/2023	9/8/2023	SEP/RESIGN 9/8/23
GANAS	ZENAIDA	B	Noon Duty	BG CHACON ACADEMY	7/1/2022	2/21/2023	SEP/TERM 2/21/23
MILLAN	DA'MONIK	A	School Intervention Staff Asst	UMOJA INTERNATIONAL ACADEMY	9/1/2023	9/20/2023	SEP/RESIGN 9/20/23
PERKINS	EVELYN	A	Inst Aid, Spec Ed	ROSA PARKS MIDDLE SCHOOL	7/1/2023	4/10/2024	SEP/RETIRE 4/10/24
PETI	KELEMETE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	8/31/2023	9/13/2023	SEP/RESIGN 9/13/23
REPEKHA	OLGA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	9/29/2023	SEP/RESIGN 9/29/23
ROBINSON	KRYSTAL	A	Attendance Tech II	FERN BACON MIDDLE SCHOOL	7/1/2023	9/29/2023	SEP/RESIGN 9/29/23
ROBINSON	KRYSTAL	A	Office Tchncn II	FERN BACON MIDDLE SCHOOL	7/1/2023	9/29/2023	SEP/RESIGN 9/29/23
SAEPHARN	DANIEL	B	Custodian	LEONARDO da VINCI ELEMENTARY	8/28/2023	9/6/2023	SEP/RESIGN 9/6/23
TRANSFER							
HARRIS	MONICA	A	Instructional Aide	EDWARD KEMBLE ELEMENTARY	10/4/2023	6/30/2024	TR 10/4/23
RANGEL	JOYCE	A	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	7/1/2023	6/30/2024	TR 7/1/23
UHL	DONALD	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	10/2/2023	6/30/2024	TR 10/2/23



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

Meeting Date: November 2, 2023

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

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

Documents Attached:

1. Certificated Personnel Transactions Dated November 2, 2023
2. Classified Personnel Transactions Dated November 2, 2023

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Attachment 1: CERTIFICATED 11/2/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CALHOON	ASHLEY	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	10/4/2023	6/30/2024	REEMPLOY 10/4/23
FLORY	DAVID		Teacher, High School	GEO WASHINGTON CARVER	9/1/2023	6/30/2024	EMPLOY PROB 9/1/23
HALBROOK	JENNIFER	B	Teacher, Resource, Special Ed.	A. M. WINN - K-8	10/9/2023	6/30/2024	EMPLOY PROB 10/9/23
HALBROOK	JENNIFER	B	Teacher, Resource, Special Ed.	DAVID LUBIN ELEMENTARY SCHOOL	10/9/2023	6/30/2024	EMPLOY PROB 10/9/23
LOMBARD	LISA	A	Teacher, Adult Ed, Hourly	A. WARREN McCLASKEY ADULT	10/16/2023	6/30/2024	EMPLOY 10/16/23
MARMION	ERIN	B	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	10/4/2023	6/30/2024	EMPLOY PROB 10/4/23
RECTOR	ALICIA	0	Teacher, Elementary	ETHEL PHILLIPS ELEMENTARY	9/20/2023	6/30/2024	EMPLOY PROB 9/20/23
REYES BARRAZA	OMAR	0	Teacher, Elementary Spec Subj	JOHN H. STILL - K-8	10/18/2023	6/30/2024	EMPLOY PROB 10/18/23
LEAVES							
AYALA	REBECCA	A	Teacher, Spec Ed	PARKWAY ELEMENTARY SCHOOL	10/2/2023	12/25/2023	LOA (PD) FMLA/CFRA 10/2-12/25/23
CARTER	MEGAN	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	8/31/2023	10/1/2023	LOA EXT (PD) FMLA/CFRA 9/30-10/1/23
CARTER	MEGAN	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	10/2/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 10/2/23
ELLIOTT	HANNAH	A	Resource Spec Tchr, SE, Elem	CALEB GREENWOOD ELEMENTARY	10/18/2023	1/4/2024	LOA (PD) FMLA/CFRA 10/18/23-1/4/24
FAE	DOMINIQUE	A	Teacher, Middle School	UMOJA INTERNATIONAL ACADEMY	10/18/2023	1/29/2024	LOA (PD) FMLA/CFRA 10/18-1/29/24
HUNG	MING HUI	A	Teacher, Spec Ed	JAMES W MARSHALL ELEMENTARY	11/6/2023	6/30/2024	LOA RTN 11/6/23
LEE	SARAH	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	10/2/2023	10/29/2023	LOA (PD) FMLA/CFRA 10/2-29/23
LEE	SARAH	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	10/30/2023	6/30/2024	LOA RTN 10/30/23
MORALES	VILMA	A	Teacher, Elementary	FATHER K.B. KENNY - K-8	10/14/2023	6/30/2024	LOA RTN (PD) ADMIN 10/14/23
NARANJO	MALLORY	A	Teacher, Elementary	EARL WARREN ELEMENTARY SCHOOL	11/13/2023	6/30/2024	LOA RTN 11/13/23
PERRY	DIANA	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	10/9/2023	11/23/2023	LOA (PD) 10/9-11/23/23
POWER	DEBORAH	A	Teacher, Elementary	JOHN CABRILLO ELEMENTARY	10/23/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 10/23/23
SPATAFORE	JOSEPH	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	9/17/2023	12/22/2023	LOA (PD) 9/17-12/22/23
STARK	SARAH	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	10/4/2023	11/24/2023	LOA (PD) 10/4-11/24/23
STARK	SARAH	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	11/25/2023	12/22/2023	LOA (PD) FMLA/CFRA 11/25-12/22/23
SWEETEN	HALEY	A	Teacher, Resource	NICHOLAS ELEMENTARY SCHOOL	12/20/2023	1/31/2024	LOA (PD) 12/20/23-1/31/24
VANG	BAO	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	11/27/2023	12/22/2023	LOA (PD) FMLA/CFRA 11/27-12/22/23
VINGAN	RAHDIKAJOY	C	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/5/2023	11/2/2023	LOA (PD) 9/5-11/2/23
RE-ASSIGN/STATUS CHANGE							
ALLEN	ROBERT	A	Teacher, Elementary Spec Subj	SUTTERVILLE ELEMENTARY SCHOOL	10/16/2023	6/30/2024	STCHG 10/16/23
CALLAHAN	ELINA	A	Teacher, High School	WEST CAMPUS	7/1/2023	6/30/2024	STCHG 7/1/23
CHABRIEL-AMARA	JENNIFER	A	Teacher, High School	ROSEMONT HIGH SCHOOL	7/1/2023	6/30/2024	STCHG 7/1/23
DAY	LORI	A	Lang. Speech & Hearing Speclst	SPECIAL EDUCATION DEPARTMENT	9/28/2023	6/30/2024	STCHG 9/28/23
MILLARD	CONSUELO	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2023	6/30/2024	STCHG 7/1/23
SEPARATE / RESIGN / RETIRE							
COURTNEY	PAMELA	A	Teacher, Elementary Spec Subj	HUBERT H BANCROFT ELEMENTARY	7/1/2023	8/25/2023	SEP/TERM DECEASED 8/25/23
GATTEN	DANIEL	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	11/8/2023	SEP / RETIRE 11/8/23
LAREN	ELIZABETH	A	Teacher, High School	ROSEMONT HIGH SCHOOL	7/1/2023	10/31/2023	SEP / RESIGN 10.31.23
MATHANY	CHRISTOPHER	B	Teacher, Elementary	NEW JOSEPH BONNHEIM	9/8/2023	9/8/2023	SEP/RETIRE 9/8/23
SEKIKAWA	GARY	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	7/1/2022	6/16/2023	SEP/RETIRE 6/16/23
TRANSFER							
FADUM	JON	A	Teacher, Elementary	NEW JOSEPH BONNHEIM	10/24/2023	6/30/2024	TR 10/24/23
FRAME	LEAH	A	Teacher, Elementary	SEQUOIA ELEMENTARY SCHOOL	10/17/2023	6/30/2024	TR 10/17/23
LEPE-SANTANA	ALMA	A	Teacher, Spec Ed	O. W. ERLEWINE ELEMENTARY	10/10/2023	6/30/2024	TR 10/10/23
SANCHEZ	LEANA	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	7/1/2023	8/27/2023	TR 10/17/23
SCHATZ	SCHOLASTICA	B	Teacher, Elementary	WASHINGTON ELEMENTARY SCHOOL	10/16/2023	6/30/2024	TR 10/16/23
STONE	REBECCA	A	Teacher, Elementary	O. W. ERLEWINE ELEMENTARY	9/21/2023	6/30/2024	TR 9/21/23
XIONG	VICKIE	C	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	10/16/2023	6/30/2024	TR 10/16/23
ZEPEDA	ANGELICA	0	Teacher, Elementary	JOHN CABRILLO ELEMENTARY	10/16/2023	6/30/2024	TR10/16/23

Attachment 2: CLASSIFIED 11/2/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ADKINS	MICHAEL		Custodian	ROSEMONT HIGH SCHOOL	10/2/2023	6/30/2024	EMPLOY PROB 10/2/23
ARCA	DANIELLE ANN		Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
CASTELLANOS	NANCY	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	10/10/2023	6/30/2024	EMPLOY PROB 10/10/23
GARCIA	ARACELI	B	Custodian	LEONARDO DA VINCI ELEMENTARY	9/8/2023	6/30/2024	EMPLOY PROB 9/8/23
HALL	RYAN	B	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	9/28/2023	6/30/2024	EMPLY PROB 9/28/23
LAL	ASHIKA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	10/16/2023	6/30/2024	EMPLOY PROB 10/16/23
LAU	GENEVIE LEI	B	Inst Aid, Spec Ed	ALICE BIRNEY WALDORF - K-8	9/25/2023	6/30/2024	EMPLOY PROB 9/25/23
LEE	TZER	B	Bus Driver	TRANSPORTATION SERVICES	9/1/2023	10/11/2023	EMPLOY PROB 9/1/23
LOPEZ	JASMINE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	10/2/2023	6/30/2024	EMPLOY PROB 10/2/23
MEDINA-HARO	KATYA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	10/16/2023	6/30/2024	EMPLOY PROB 10/16/23
MILLER-LERCH	LARISSA	B	Clerk II	H.W. HARKNESS ELEMENTARY	10/3/2023	6/30/2024	EMPLOY PROB 10/3/23
RAMIREZ	EMILI	A	Clerk III	CHARLES A. JONES CAREER & ED	10/2/2023	6/30/2024	EMPLOY PROB 10/2/23
SY	BANSON	B	Campus Monitor	ROSEMONT HIGH SCHOOL	9/27/2023	6/30/2024	EMPLOY PROB 9/27/23
TAHARA	RANDY	B	Noon Duty	CESAR CHAVEZ INTERMEDIATE	10/9/2023	6/30/2024	EMPLOY PROB 10/9/23
TEMPLE	JUSTIN	B	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	10/16/2023	6/30/2024	EMPLOY PROB 10/16/23
VARGAS SANCHEZ	GISEL	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	10/16/2023	6/30/2024	EMPLOY PROB 10/16/23
WADE	MADELINE	B	Instructional Aide	SUTTERVILLE ELEMENTARY SCHOOL	9/27/2023	6/30/2024	EMPLOY PROB 9/27/23
WHITE	HAYLEY	B	Library Media Tech Asst	TAHOE ELEMENTARY SCHOOL	10/9/2023	6/30/2024	EMPLOY PROB 10/9/23
WONG	MARILYNN	B	Instructional Aide	H.W. HARKNESS ELEMENTARY	10/2/2023	6/30/2024	EMPLOY PROB 10/2/23
LEAVES							
AMAYA	LAURA	A	Teacher Assistant, Bilingual	FATHER K.B. KENNY - K-8	9/11/2023	10/15/2023	LOA (PD) 9/11-10/15/23
AMAYA	LAURA	A	Teacher Assistant, Bilingual	FATHER K.B. KENNY - K-8	10/16/2023	10/31/2023	LOA EXT (PD) 10/16-10/31/23
DIAZ-UPTON	CRYSTAL	B	Instructional Aide	GOLDEN EMPIRE ELEMENTARY	10/7/2023	6/30/2024	LOA RTN 10/7/23
DIXSON	ELESIA	B	Manager, Nutrition Program	NUTRITION SERVICES DEPARTMENT	9/1/2023	3/31/2024	LOA (PD) 09/1-03/31/24
FAIRBANKS	TIMOTHY	A	Security Officer	SECURITY SERVICES	7/13/2023	11/15/2023	AMEND LOA (UNPAID) 7/13/23-11/15/23
KELLEY	ALEXANDER	A	Custodian	CROCKER/RIVERSIDE ELEMENTARY	10/6/2023	10/24/2023	LOA (PD) FMLA/CFRA 10/6-10/24/23
LEARY	NICOLE	B	Instructional Aide	THEODORE JUDAH ELEMENTARY	10/1/2023	6/30/2024	LOA RTN 10/1/23
ROHRER	NICOLE	A	Job Developer, Employment Svcs	SPECIAL EDUCATION DEPARTMENT	7/1/2023	6/30/2024	LOA (PD) INTERM FMLA/CFRA 9/10-11/10/23
TORIX	SHERRY	A	Inst Aid, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	10/4/2023	6/30/2024	LOA (PD) ADMIN 10/4/23
WOODROW	ALISA	A	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	9/18/2023	1/1/2024	LOA (PD) /18/23-1/1/24
ZAPIEN	HALEY	A	Clerk II	MARTIN L. KING JR ELEMENTARY	9/19/2023	10/15/2023	LOA (PD) FMLA/CFRA 9/19-10/15/23
ZAPIEN	HALEY	A	Clerk II	MARTIN L. KING JR ELEMENTARY	10/16/2023	5/31/2024	LOA RTN (PD) FMLA/CFRA 10/16/23
RE-ASSIGN/STATUS CHANGE							
AGRAMONTE	ZENAIDA	A	Clinician Psych/ Soc Wrkr	SPECIAL EDUCATION DEPARTMENT	10/30/2023	6/30/2024	REA / STCHG 10/30/23
ALEXANDER	WILLIAM	A	Bus Driver	TRANSPORTATION SERVICES	10/11/2023	6/30/2024	STCHG 10/11/23
ALVES	EMILY	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	10/9/2023	6/30/2024	STCHG 10/9/23
AMIRI	AHMAD	B	Bus Driver	TRANSPORTATION SERVICES	10/16/2023	10/31/2023	STCHG 10/16/23
BAN	CHRISTI	A	Bus Driver	TRANSPORTATION SERVICES	10/2/2023	6/30/2024	STCHG 10/2/23
BROWN	DALE	B	Bus Driver	TRANSPORTATION SERVICES	3/1/2024	6/30/2024	STCHG 3/1/24
BROWN	KAREN	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2023	6/30/2024	STCHG 10/12/23
CRAWLEY	KELLYN	A	Bus Driver	TRANSPORTATION SERVICES	10/11/2023	6/30/2024	STCHG 10/11/23
CROSS	MARTHA	A	Bus Attendant	TRANSPORTATION SERVICES	10/13/2023	6/30/2024	STCHG 10/13/23
DESMOND	SHARON	B	Custodian	GOLDEN EMPIRE ELEMENTARY	10/16/2023	6/30/2024	STCHG 10/16/23
DEWITT	INDIA	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2023	6/30/2024	STCHG 10/12/23
ESELEKHOMHEN	SUNNY	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2023	6/30/2024	STCHG 10/10/23
EVANS	KATHLEEN	A	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	10/26/2023	6/30/2024	STCHG 10/26/23
GARCIA	CHRISTINA	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	10/2/2023	6/30/2024	STCHG 1 10/2/23
GLASEN	HOLLY	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	10/16/2023	6/30/2024	STCHG 10/16/23
HALEY	KATHERINE	A	Bus Attendant	TRANSPORTATION SERVICES	10/13/2023	6/30/2024	STCHG 10/13/23
JENKINS	MATTHEW	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2023	11/30/2023	STCHG 10/10/23
KUMAR	NITEN	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2023	6/30/2024	STCHG 10/12/23
LANDONI	GABRIELA	A	Teacher Assistant, Bilingual	ISADOR COHEN ELEMENTARY SCHOOL	10/5/2023	6/30/2024	STCHG 10/5/23

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
LATCHISON	VICTORIA	B	Bus Driver	TRANSPORTATION SERVICES	9/25/2023	5/30/2024	STCHG 9/25/23
LEE	TZER	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2023	6/30/2024	STCHG 10/12/23
LOPEZ	BILLY	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	10/2/2023	6/30/2024	STCHG 10/2/23
PEREZ	ANA	A	Noon Duty	CESAR CHAVEZ INTERMEDIATE	10/16/2023	6/30/2024	STCHG 10/16/23
SANCHEZ	RIENA	B	Applications Spec I	TECHNOLOGY SERVICES	10/2/2023	6/30/2024	STCHG 10/2/23

SEPARATE / RESIGN / RETIRE

AXACAL	ALINA	A	School Office Manager I	MARTIN L. KING JR ELEMENTARY	9/1/2023	10/25/2023	SEP/RESIGN 10/25/23
AYALA	ANGELICA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	8/26/2023	SEP/RESIGN 8/26/23
DENNIE LOPEZ	ALIYAH	A	Noon Duty	MATSUYAMA ELEMENTARY SCHOOL	3/1/2023	6/30/2023	SEP/RESIGN 6/30/23
ELIZALDE REGIS	REBECA	A	Noon Duty	MARTIN L. KING JR ELEMENTARY	7/1/2023	8/25/2023	SEP/RESIGN 8/25/23
GABRIEL	SHENELLE	A	Inst Aid, Spec Ed	JOHN BIDWELL ELEMENTARY	7/1/2023	8/31/2023	SEP/RESIGN 8/31/23
GRIFFIN JR	FRANKIE	A	Noon Duty	HOLLYWOOD PARK ELEMENTARY	7/1/2023	9/29/2023	SEP/RESIGN 9/29/23
HAYNES	KANASHA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	10/23/2023	SEP/RESIGN 10/23/23
NGHIEM	HONG	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	8/31/2023	SEP/RESIGN 8/31/23
TAYLOR	CLAUDINE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	10/13/2023	SEP/RESIGN 10/13/23
VANG	MAY	B	School Office Manager I	ELDER CREEK ELEMENTARY SCHOOL	10/1/2023	10/13/2023	SEP/RESIGN 10/13/23

TRANSFER

GOWDER	SANDRA	A	School Plant Ops Mngr I	SUCCESS ACADEMY	10/23/2023	6/30/2024	TR 10/23/23
TORRES	MARIA	A	Custodian	LEONARDO da VINCI ELEMENTARY	10/16/2023	6/30/2024	TR 10/16/23



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: November 2, 2023

Subject: **Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of September 1-30, 2023**

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

Division: Business Services

Recommendation: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of September 1-30, 2023 are available for the Board members upon request.

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

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

Warrants, Checks and Electronic Transfers – September 1-30, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Warrants, Checks and Electronic Funds Transfers

September 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97419189 - 97419849	661 items	\$ 16,240,291.90
		General (01)	\$ 9,480,382.01
		Charter (09)	\$ 90,549.86
		Adult Education (11)	\$ 31,572.90
		Child Development (12)	\$ 167,421.71
		Cafeteria (13)	\$ 931,879.31
		Deferred Maintenance (14)	
		Building (21)	\$ 5,411,707.25
		Developer Fees (25)	\$ 7,437.50
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	\$ 2,243.12
		Self Insurance (67)	\$ 104,533.40
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 12,564.84		
Alternate Cash Revolving Checks	00002346 - 00002372	27 items	\$ 248,886.19
		General (01)	\$ 186,377.25
		Charter (09)	\$ 335.81
		Adult Education (11)	\$ 3,028.29
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	\$ 5,000.00
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 54,144.84
Payroll and Payroll Vendor Warrants	97894340 - 97895224	885 items	\$ 5,524,962.98
		General (01)	\$ 1,677,258.99
		Charter (09)	\$ 62,477.19
		Adult Education (11)	\$ 13,458.59
		Child Development (12)	\$ 59,882.63
		Cafeteria (13)	\$ 105,594.64
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 3,606,290.94		

Warrants, Checks and Electronic Funds Transfers

September 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
Payroll ACHs and Payroll Vendor EFTs	ACH 01538575 - 01543793 EFT 135 - 137	5221 items	\$ 19,452,978.66
		General (01)	\$ 17,483,392.11
		Charter (09)	\$ 581,177.04
		Adult Education (11)	\$ 281,132.52
		Child Development (12)	\$ 398,079.73
		Cafeteria (13)	\$ 582,683.89
		Deferred Maintenance (14)	
		Building (21)	\$ 42,750.54
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	\$ 16,306.90
		Self Ins Dental/Vision (68)	\$ 5,529.96
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 61,925.97		
County Wire Transfers for Benefit, Debt & Tax	9700349987 - 9700350015	29 items	\$ 6,519,111.09
		General (01)	\$ 283,341.75
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 6,235,769.34
Total	6823 items	\$	47,986,230.82



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

Meeting Date: November 2, 2023

Subject: Donations to the District for the Period of September 1-30, 2023

- 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: Accept the donations to the District for the period of September 1-30, 2023.

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

- Donations Report for the period of September 1-30, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

BOTW AP - Bank of the West (AP - DO NOT USE)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW24-0000236	Posted	(1800) CITY OF SACRAMENTO	8091	Check	09/13/23	0000744627				SUSAN B. ANTHONY DONA,	420.00
01-0812-0-8690-		- - - -0101-				420.00					

Total for Sacramento City Unified School District 420.00

Fund-Object Recap

01-8690	Donation Board Acknowledgement	420.00
---------	--------------------------------	--------

Fund 01 - General Fund 420.00

Total for Sacramento City Unified School District 420.00

Org Recap

Sacramento City Unified School District

C - Check	420.00
-----------	--------

Report Total 420.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 9/1/2023, Ending Receipt Date = 9/30/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

Meeting Date: November 2, 2023

Subject: Approve Resolution No. 3357: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3357: Resolution Regarding Board Stipends.

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

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3357: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Chinua Rhodes, Board President Approved by: Lisa Allen, Interim Superintendent</p>
--

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

RESOLUTION NO. 3357

RESOLUTION REGARDING BOARD STIPENDS

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

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

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

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

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November, 2023, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Chinua Rhodes
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3357

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to illness:
 - a. Board member Chinua Rhodes for the Regular Board meeting on October 5, 2023.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

Meeting Date: November 2, 2023

Subject: Approve Resolution No. 3359: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3359: Resolution Regarding Board Stipends.

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

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3359: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Chinua Rhodes, Board President Approved by: Lisa Allen, Interim Superintendent</p>
--

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

RESOLUTION NO. 3359

RESOLUTION REGARDING BOARD STIPENDS

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

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

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

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

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November, 2023, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Chinua Rhodes
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3359

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to hardship:
 - a. Board member Christina Pritchett for the Special Board meeting on October 3, 2023.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

Meeting Date: November 2, 2023

Subject: **Resolution No. 3361: Authorizing Delegation of Power to Contract to Include Janea Marking**

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

Division: Business Services

Recommendation: Approve Resolution No. 3361, Authorizing Delegation of Power to Contract and rescind prior Resolution No. 3299, Effective November 2, 2023.

Background/Rationale: Education Code Section 17604 authorizes governing boards of school districts to delegate to the superintendent, or to such persons designated by the superintendent, the power to contract in the name of the district whenever the Education Code invests the power to contract in a governing board or any member of the board. In addition, Education Code Section 17605 authorizes governing boards to delegate to any officer or employee of the district the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111.

This resolution reflects changes in district staff.

Financial Considerations: None

Documents Attached:

- 1) Resolution No. 3361, Authorizing Delegation of Power to Contract

Estimated Time of Presentation: N/A
Submitted by: Janea Marking, Chief Business and Operations Officer
Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3361

Authorizing Delegation of Power to Contract

WHEREAS, Education Code Section 17604 authorizes the Governing Board to delegate to the district Superintendent or designee, the power to contract in the name of the Sacramento City Unified School District whenever the Education Code invests the power to contract in a governing board or any member of the board; and

WHEREAS, Education Code Section 17605 authorizes the Governing Board to delegate to any officer or employee of the Sacramento City Unified School District the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111; and

WHEREAS, on December 15, 2022, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3299 designating persons authorized to be empowered to contract which is hereby rescinded; and

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17604, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract with third parties in the name of the Sacramento City Unified School District wherever the Education Code invests the power to contract in the Governing Board of the School District or any member of the Governing Board, without limitation as to money or subject matter; provided, however, that all such contracts must be approved or ratified by the Governing Board; and

BE IT FURTHER RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17605, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract for the purchase of supplies, materials, apparatus, equipment, and services; provided, however, that no such individual purchase shall involve an expenditure by the District in excess of the amount specified by Section 20111 of the Public Contract Code; and

BE IT FURTHER RESOLVED AND ORDERED that all such transactions to purchase supplies, materials, apparatus, equipment, and services entered into in accordance with Education Code Section 17605 shall be reviewed by the Governing Board every sixty (60) days; and

BE IT FURTHER RESOLVED AND ORDERED that in the event of malfeasance in office, each of the persons named above shall be personally liable to the Sacramento City Unified School District for any and all monies of the District paid out as a result of such malfeasance; and

BE IT FURTHER RESOLVED AND ORDERED that the persons named above shall be and are hereby authorized to insure against any such liability, and the cost of such insurance shall be paid from the funds of the District; and

BE IT FURTHER RESOLVED AND ORDERED that the term “Contract” as used herein shall be deemed to include orders to contract.

AUTHORIZED SIGNATURES:

Lisa Allen,
Interim Superintendent

Added Authorizer _____
Mary Hardin Young,
Interim Deputy Superintendent

Added Authorizer _____
Janea Marking,
Chief Business and Operations Officer

Cancy McArn,
Chief Human Resources Officer

Jesse Castillo,
Assistant Superintendent of
Business Services

Robert Aldama,
Manager II, Purchasing Services

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

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

ATTESTED TO:

Chinua Rhodes,
President of the Board of Education

Lisa Allen,
Interim Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

Meeting Date: November 2, 2023

Subject: Resolution No. 3362: Authorization of Personnel to Sign Orders on District Funds

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

Division: Business Services

Recommendation: Approve Resolution No. 3362, Authorization of Personnel to Sign Orders on District Funds and rescind prior Resolution No. 3300, Effective November 2, 2023

Background/Rationale: Education Code Section 42632 authorizes governing boards of school districts to delegate to officers or employees of the district the authority to sign orders on district funds.

This resolution reflects changes in district staff.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Resolution No. 3362, Authorization of Personnel to Sign Orders on District Funds

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3362

Authorization of Personnel to Sign Orders on District Funds

WHEREAS, Education Code Section 42632 authorizes the Governing Board to delegate to officers and employees of the Sacramento City Unified School District the authority to sign orders drawn on the funds of the school district; and

WHEREAS, on December 15, 2022, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3300 designating persons authorized to sign orders in its name which is hereby rescinded; and

WHEREAS, Jorge A. Aguilar, J.D. is Superintendent; Lisa Allen is Deputy Superintendent; Rose Ramos is Chief Business and Operations Officer; Jesse Castillo is Assistant Superintendent, Business Services; Raymond (Gabe) Estrada is Manager II, Budget Services; and Dawn Nantz is Manager I, Accounting Services; Cindy Tao is Director III, Accounting Services.

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 42632, effective November 2, 2023, Lisa Allen is Interim Superintendent; Mary Hardin Young is Interim Deputy Superintendent; Janea Marking is Chief Business and Operations Officer; Jesse Castillo is Assistant Superintendent, Business Services; Cindy Tao is Director III, Accounting Services who are employees of the Sacramento City Unified School District, be and are hereby authorized and empowered to sign orders for the payment of lawful expenses of the District on the funds of the District.

BE IT FURTHER RESOLVED AND ORDERED that all such orders shall be on forms prescribed by the County Superintendent of Schools and approved by the Superintendent of Public Instruction of the State of California.

AUTHORIZED SIGNATURES:

Lisa Allen,
Interim Superintendent

Mary Hardin Young, **Added Authorizer**
Interim Deputy Superintendent

Janea Marking, **Added Authorizer**
Chief Business and Operations Officer

Jesse Castillo,
Assistant Superintendent, Business Services

Cindy Tao,
Director III, Accounting Services

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

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

ATTESTED TO:

Lisa Allen
Interim Secretary of the Board of Education

Chinua Rhodes,
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: November 2, 2023

Subject: Approve Business and Financial Information: Purchase Order Board Report for the Period of August 15, 2023 through September 14, 2023

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

Division: Business Services

Recommendation: Approve attached list of purchase orders.

Background/Rationale: N/A

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

- PO Board Report Period of August 15, 2023 through September 14, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00158	HUNT & SONS INC	UNLEADED & DIESEL FUEL FOR BUSES AND WHITE FLEET	TRANSPORTATION SERVICES	01	425,000.00
B24-00327	AT&T	AT&T - DISTRICT VOICE & DATA SRVCS - BLANKET ORDER	TECHNOLOGY SERVICES	01	700,000.00
B24-00631	ERNEST PACKAGING SOLUTIONS	GLOVES FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	8,000.00
B24-00632	READ ACADEMY OF SACRAMENTO	SETTLEMENT AGREEMENT - TUITION FOR LS	SPECIAL EDUCATION DEPARTMENT	01	2,525.00
B24-00633	MW BATES SAFETY CONSULTANT LLC	TESTING FOR CHP FOR SCHOOL BUSES 2023-24 SY	TRANSPORTATION SERVICES	01	8,300.00
B24-00634	GRAINGER INC ACCOUNT #80927635 5	MECHANIC SHOP HARDWARE SUPPLIES 2023-24SY	TRANSPORTATION SERVICES	01	9,000.00
B24-00635	NAPA AUTO PARTS	AFTERMARKET & OEM PARTS FOR SCHOOL BUSES 2023-24SY	TRANSPORTATION SERVICES	01	40,000.00
B24-00636	IRON MOUNTAIN RECORDS MANAGMT	CONFIDENTIAL DOCUMENT SHREDDING /IRON MOUNTAIN	TRANSPORTATION SERVICES	01	1,500.00
B24-00637	PRUDENTIAL OVERALL SUPPLY	MECHANIC UNIFORMS PER CONTRACT 2023-2024SY	TRANSPORTATION SERVICES	01	15,000.00
B24-00638	SCHOOL BUS PARTS CO	OBSOLETE BUS PARTS PRE '99 SCHOOL BUSES 2023-24SY	TRANSPORTATION SERVICES	01	1,000.00
B24-00639	THE LION ELECTRIC CO USA	ELECTRIC BUS PARTS & SERVICE 2023-24 SY	TRANSPORTATION SERVICES	01	15,000.00
B24-00640	TIFCO INDUSTRIES INC	ELECTRICAL HARDWARE PARTS 2023-24SY	TRANSPORTATION SERVICES	01	4,950.00
B24-00641	HANNIBAL'S CATERING	FOOD FOR PARENT ENGAGEMENT EVENTS 2023-24 SY	PARENT ENGAGEMENT	01	6,000.00
B24-00642	PANERA BREAD CO	PL & Pre Service Lunch for School Training	EARLY LEARNING & CARE PROGRAMS	12	6,700.00
B24-00643	CIRCUIT SOLUTION INC	ELECTRICAL SUPPLIES FOR ELECTRICAL SHOP 2023-24 SY	FACILITIES MAINTENANCE	01	5,000.00
B24-00644	AIRGAS	RENTED BOTTLE REFILL FOR ROOFING DEPT 2023-24SY	FACILITIES MAINTENANCE	01	1,000.00
B24-00645	NOBILE SAW WORKS	TOOL SHARPENING FOR CARPENTRY SHOP 2023-24SY	FACILITIES MAINTENANCE	01	500.00
B24-00646	HANNIBAL'S RESTAURANT AND CATE	HANNIBALS FOR EVENTS FOR 2023-24SY	FOSTER YOUTH SERVICES PROGRAM	01	4,000.00
B24-00647	AMERIGAS	PROPANE FOR FACILITIES EQUIPMENT 2023-24SY	FACILITIES MAINTENANCE	01	500.00
B24-00648	HANNIBAL'S RESTAURANT AND CATE	HANNIBAL'S FOR SCHOOL EVENTS 2023-24 SY	FOSTER YOUTH SERVICES PROGRAM	01	1,500.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00649	DEL PASO PIPE & STEEL	MATERIALS FOR ROOFING DEPT 2023-24SY	FACILITIES MAINTENANCE	01	5,000.00
B24-00650	DAIOHS USA INC FIRST CHOICE CO FFEE SERVICES	WATER DISPENSER SERVICE FOR 2023-24SY	FERN BACON MIDDLE SCHOOL	01	500.00
B24-00651	PITNEY BOWES	001259-POSTAGE METER MACHINE RENTAL 20	LUTHER BURBANK HIGH SCHOOL	01	707.57
B24-00652	FUSION LEARNING INC	SETTLEMENT AGREEMENT - OPEN ZS	SPECIAL EDUCATION DEPARTMENT	01	7,000.00
B24-00653	PERRIN BERAND SUPOWITZ LLC dba INDIVIDUAL FOODSERVICE	PAPER & PACKAGING PRODUCT 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	75,000.00
B24-00654	ALL WEST COACHLINES INC	ALL WEST - ATHLETIC TRANSPORTATION 2023-2024	WEST CAMPUS	01	10,000.00
B24-00655	LUX BUS AMERICA CO	LUX BUS - ATHLETIC TRANSPORTATION 2023-2024	WEST CAMPUS	01	10,000.00
B24-00656	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER AMERICA - ATH TRANSPORTATION 2023-2024	WEST CAMPUS	01	10,000.00
B24-00657	ALL WEST COACHLINES INC	TRANSPORTATION FOR ATHLETICS	LUTHER BURBANK HIGH SCHOOL	01	10,000.00
B24-00658	UNIVERSAL LIMOUSINE CO	TRANSPORTATION FOR ATHLETIC GAMES	LUTHER BURBANK HIGH SCHOOL	01	3,000.00
B24-00659	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	TRANSPORTATION FOR ATHLETICS	LUTHER BURBANK HIGH SCHOOL	01	3,000.00
B24-00660	LAND O LAKES INC	SLICED & CUBED CHEESE FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	60,000.00
B24-00661	HMC GROUP MARKETING INC	GRAPES FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	96,227.00
B24-00662	LUX BUS AMERICA CO	TRANSPORTATION FOR ATHLETIC 23-24	LUTHER BURBANK HIGH SCHOOL	01	3,000.00
B24-00663	WM BOLTHOUSE FARMS INC	SNACK PACK FOR SUPPER PROGRAM SY 23-24	NUTRITION SERVICES DEPARTMENT	13	65,000.00
B24-00664	MICHAEL'S TRANSPORTATION	TRANSPORTATION FOR ATHLETIC AWAY GAMES	LUTHER BURBANK HIGH SCHOOL	01	3,000.00
B24-00665	ALL WEST COACHLINES INC	ATHLETICS TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	20,000.00
B24-00666	RALLY INC dba RIVALZ	VEGGIE CROUTONS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	42,000.00
B24-00667	AMADOR STAGE LINES INC	TRANSPORTATION FOR ATHLETIC GAMES	LUTHER BURBANK HIGH SCHOOL	01	1,500.00
B24-00668	[REDACTED]	FEDERAL PROPORTIONATE SHARE 2023-24 N.C.	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00670	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	COUNTY HEALTH INSPECTIONS/PERMITS 23-24 SY	NUTRITION SERVICES DEPARTMENT	13	40,000.00
B24-00671	CALVEY PACKAGING dba ERNEST PA CKAGING SOLUTIONS	PACKAGING SUPPLIES 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	5,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount	
B24-00672	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00	
B24-00673	SA PIAZZA & ASSOC LLC	PIZZA & CHEESE BITES FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	295,000.00	
B24-00674	AMADOR STAGE LINES INC	ATHLETIC TRANSPORTATION FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00	
B24-00675	UNIVERSAL LIMOUSINE CO	ATHLETIC TRANSPORTATION FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	1,500.00	
B24-00676	CHARTER AMERICA BUS CO	ATHLETIC TRANSPORTATION FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	1,000.00	
B24-00677	THANDI ENTERPRISES INC	HORMEL FOODS SALES LLC	HAM & TURKEY PRODUCTS FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B24-00678	SIGNATURE GRAPHICS	NICHOLAS NEW SCHOOL BLUEPRINTS 2023-24SY	FACILITIES SUPPORT SERVICES	21	500.00	
B24-00679	CROWN WORLDWIDE MOVING & STOR	VARIOUS MOVING PROJECTS FOR 2023-24SY	FACILITIES MAINTENANCE	01	20,000.00	
B24-00680	CALIFORNIA DEPT OF GENERAL SER VICES	BLANKET-ADMIN HEARING COSTS 2023-2024 SY	ADMIN-LEGAL COUNSEL	01	50,000.00	
B24-00681	AIRGAS INC	MFG PROGRAM INSTRUCTIONAL SUPPLIES	CHARLES A. JONES CAREER & ED	11	104.50	
B24-00682	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES FOR THE 23/24 SCHOOL YEAR	ELDER CREEK ELEMENTARY SCHOOL	01	800.00	
B24-00683	AMADOR STAGE LINES INC	AMADOR STAGE LINE - ATH TRANSPORTATION 2023-2024	WEST CAMPUS	01	7,000.00	
B24-00684	ABE JANITORIAL SUPPLY CO	SERVICE-CK FLOOR SCRUBBER AND PARTS	NUTRITION SERVICES DEPARTMENT	13	560.00	
B24-00685	PEPSICO INC	SUNCHIPS, ROLL OATS, SABRA SY 2023-24	NUTRITION SERVICES DEPARTMENT	13	185,000.00	
B24-00686	CASTLE SERVICES PROPERTY LLC	VARIOUS MOVING PROJECTS FOR 2023-24SY	FACILITIES MAINTENANCE	01	20,000.00	
B24-00687	HANNIBAL'S CATERING	CATERING FOR LCAP & CABINET MEETINGS 2023-24SY	DEPUTY SUPERINTENDENT	01	5,500.00	
B24-00688	LUNCH BOX EXPRESS	CATERING FOR LCAP & CABINET MEETINGS FOR 2023-24SY	DEPUTY SUPERINTENDENT	01	5,500.00	
B24-00689	LAKESHORE LEARNING MATERIALS	LAKESHORE 23-24 - ALL PS SITES (INST)	EARLY LEARNING & CARE PROGRAMS	12	40,000.00	
B24-00690	HANNIBAL'S CATERING	CATERING TEACHERS' MEETING EVENTS PRG	CAREER & TECHNICAL PREPARATION	01	3,000.00	
B24-00691	PANERA BREAD CO	CATERING TEACHERS' MEETING EVENTS PRG	CAREER & TECHNICAL PREPARATION	01	3,000.00	
B24-00692	G A WIRTH CO INC	SUPPLIES ENGINEERING TECHNOLOGY PRG@ SES DAVIS	CAREER & TECHNICAL PREPARATION	01	1,015.00	
B24-00693	ROOT 64 SACRAMENTO LLC	PURCHASE PRODUCE FOR CENTRAL KITCHEN FY23-24	NUTRITION SERVICES DEPARTMENT	13	3,000.00	
B24-00694	INDUSTRIAL MINERALS CO	BLANKET CLASSROOM SUPPLIES	ROSEMONT HIGH SCHOOL	01	5,000.00	

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00695	THE HOME DEPOT PRO	SUMMER CUSTODIAL SUPPLIES	WEST CAMPUS	01	870.00
B24-00696	HUNT & SONS INC	GASOLINE FOR MAINTENANCE VEHICLES & EQUIPT	FACILITIES MAINTENANCE	01	130,000.00
B24-00697	CHERRY CENTRAL COOPERATIVE INC	DRIED CHERRIES FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	50,000.00
B24-00698	[REDACTED]	FEDERAL PROPORTIONATE SHARE D.G.	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00699	RIVERVIEW INTERNATIONAL TRUCKS	OEM PARTS SCHOOL BUSES 2023-2SY	TRANSPORTATION SERVICES	01	60,000.00
B24-00700	RIVERVIEW INTERNATIONAL TRUCKS	INTERNATIONAL BUS OUTSIDE LABOR & REPAIRS 2023-2SY	TRANSPORTATION SERVICES	01	100,000.00
B24-00701	THE HOME DEPOT PRO	SUPPLIES FOR FACILITIES DEPARTMENT 2023-24SY	FACILITIES MAINTENANCE	01	20,000.00
B24-00702	CITY OF SACRAMENTO	0265-461 OAK RIDGE NEW SCHOOL-DEPT OF PUBLIC WORKS	FACILITIES SUPPORT SERVICES	21	50,000.00
B24-00703	J W PEPPER & SONS INC	BAND- SHEET MUSIC 2023-24 SY	HIRAM W. JOHNSON HIGH SCHOOL	01	500.00
B24-00704	PITNEY BOWES INC	POSTAGE METER LEASE 2023-24	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00705	[REDACTED]	FEDERAL PROPORTIONATE SHARE AIMa	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00706	THE HOME DEPOT PRO	AG PRGM - SUPPLIES- TODD MCPHERSON @LBHS	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00707	HOME 4 DINNER LLC	PRE-MADE UNBAKED PIZZA DURING 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B24-00708	MSC INDUSTRIAL SUPPLY CO	SUPPLIES-MANUFACTURING & DESIGN-JFK, MR. VALADEZ	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00709	EAN SERVICES LLC	ATHLETICS TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	2,000.00
B24-00710	PRODUCE EXPRESS INC	SUPPLIES FOR CULINARY ARTS PRGM@ AMERICAN LEGION	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00711	THE HOME DEPOT PRO	SUPPLIES- MaD PATHWYA @ JFK- DAVID INDRELAND	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00712	PRODUCE EXPRESS INC	SUPPLIES-CULINARY ARTS PROGRAM @JFK, JULIE BURDICK	CAREER & TECHNICAL PREPARATION	01	5,000.00
B24-00713	GREEN ACRES NURSERY & SUPPLY	SUPPLIES FOR AGRICULTURE PROGRAM @ BURBANK	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00714	THE HOME DEPOT PRO	SUPPLIES-BUILDING & CONST. TRADES @ RHS	CAREER & TECHNICAL PREPARATION	01	5,000.00
B24-00715	THE HOME DEPOT USA THE HOME DE POT PRO	SUPPLIES FOR CONSTRUCTION PROGRAM @ BURBANK	CAREER & TECHNICAL PREPARATION	01	5,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 30

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00716	SHASTA LINEN SUPPLY	SUPPLIES-CULINARY ARTS PROGRAM @ RHS, SCOTT SINGER	CAREER & TECHNICAL PREPARATION	01	1,500.00
B24-00717	THE HOME DEPOT PRO	SUPPLIES- AUTO MECHANICS @ JFK- J B POLANCO	CAREER & TECHNICAL PREPARATION	01	3,500.00
B24-00718	PRODUCE EXPRESS INC	SUPPLIES-CULINARY ARTS PROGRAM @ RHS- SINGER	CAREER & TECHNICAL PREPARATION	01	3,000.00
B24-00719	SYSCO SACRAMENTO INC	SUPPLIES- CULINARY ARTS PGRM @ ALHS- MARIA RASUL	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00720	PEACEFUL VALLEY FARM SUPPLY	SUPPLIES FOR AG PROGRAM @ LBHS-T. MCPHERSON	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00721	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-CULINARY ARTS PRGM @ ALHS-MARIA RASCUL	CAREER & TECHNICAL PREPARATION	01	1,500.00
B24-00722	MATTERHACKERS INC	SUPPLIES-MANUFACTURING & DESIGN-JFK-MR. VALADEZ	CAREER & TECHNICAL PREPARATION	01	1,200.00
B24-00723	BIG R METALS	SUPPLIES-MANUFACTURING & DESIGN-JFK, MR. VALADEZ	CAREER & TECHNICAL PREPARATION	01	2,500.00
B24-00724	INTERNATIONAL GREENHOUSE	SUPPLIES FOR AGRICULTURE PROGRAMS@BURBANK	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00725	SHASTA LINEN SUPPLY	SUPPLIES-CULINARY ARTS PROGRAM @ JFK	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00726	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-CULINARY ARTS PRGRAM@ JFK, J. BURDICK	CAREER & TECHNICAL PREPARATION	01	5,000.00
B24-00727	BARNES WELDING SUPPLY	SUPPLIES-BUILDING & CONST. TRADES @ RHS	CAREER & TECHNICAL PREPARATION	01	3,000.00
B24-00728	BIG R METALS	SUPPLIES - ENGINEERING PROGRAMS@ SES, KEN DAVIS	CAREER & TECHNICAL PREPARATION	01	2,500.00
B24-00729	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-CULINARY ARTS PRGRAM@ RHS - SINGER	CAREER & TECHNICAL PREPARATION	01	3,500.00
B24-00730	SYSCO SACRAMENTO INC	SUPPLIES- CULINARY ARTS PGRM @ RHS-SCOTT SINGER	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00731	MCMASTER CARR SUPPLY CO	SUPPLIES-ENGINEERING PRGRM@ KEN DAVIS, SES	CAREER & TECHNICAL PREPARATION	01	1,500.00
B24-00732	BROOKWOOD FARMS INC	CARNITAS FOR 2023/24 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B24-00733	PETERSON FARMS FRESH INC	APPLESAUCE CUPS FOR SCHOOL YEAR 23/24	NUTRITION SERVICES DEPARTMENT	13	80,000.00
B24-00734	JOHNSON CONTROLS INC.	TREAT AS CONFIRMING-UNPAID INV.	FACILITIES MAINTENANCE	01	5,705.16
B24-00735	BAREBONES WORKWEAR	SAFETY BOOTS FOR MAINTENANCE EMPLOYEES 2023-24SY	FACILITIES MAINTENANCE	01	30,000.00
B24-00736		PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	920.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00737	SCUSD - US BANK CAL CARD	S.F. Chronicle Annual Subscription	BUSINESS SERVICES	01	71.88
B24-00738	SCUSD - US BANK CAL CARD	Wall Street Journal Annual Subscription	BUSINESS SERVICES	01	58.47
B24-00739	DISPLAYS2GO	PLASTIC SHIELDS 2023-24SY	MATERIALS DEVELOPMENT LAB	01	3,000.00
B24-00740	PANERA BREAD CO	CATERING FOR MEETINGS. 2023-24SY	MULTILINGUAL EDUCATION DEPT.	01	500.00
B24-00741	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	475.00
B24-00742	ALPHA FIRED ARTS	CERAMICS INSTRUCTIONAL SUPPLIES FY 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	4,200.00
B24-00743	NEWARK ELEMENT14	SUPPLIES-ENGINEERING TECHNOLOGY PROGRAM @SES	CAREER & TECHNICAL PREPARATION	01	600.00
B24-00744	T-MOBILE USA INC	T-MOBILE CELLULAR SERVICES	TECHNOLOGY SERVICES	01	360,000.00
B24-00746	DEPARTMENT OF JUSTICE ACCTG OF FICE CASHIERING UNIT	DEPT. OF JUSTICE, FINGERPRINTING FEES 2023-2024	HUMAN RESOURCE SERVICES	01	150,000.00
B24-00747	SYNOVIA SOLUTIONS LLC	GPS / CHILD CHECK SYSTEM REPLACEMENT PARTS	TRANSPORTATION SERVICES	01	145,000.00
B24-00748	COUNTRY PURE FOODS INC	ASEPTIC JUICE 2023-24	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B24-00749	[REDACTED]	SETTLEMENT REIMBURSEMENT OAH [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	56,272.00
B24-00750	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	7,550.00
CHB24-00213	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 2023-24 SUPPLIES Title 1	JOHN MORSE THERAPEUTIC	01	1,600.00
CHB24-00214	ODP BUSINESS SOLUTIONS LLC	2023/2024 OFFICE SUPPLIES/OFFICE DEPOT	DAVID LUBIN ELEMENTARY SCHOOL	01	3,000.00
CHB24-00215	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES - ADM 2023-2024	STUDENT SUPPORT&HEALTH SRVCS	01	5,000.00
CHB24-00216	ODP BUSINESS SOLUTIONS LLC	ATTENDANCE 23-24 BLANKET ORDER - OFFICE SUPPLIES	ENROLLMENT CENTER	01	3,000.00
CHB24-00217	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET	O. W. ERLEWINE ELEMENTARY	01	5,000.00
CHB24-00218	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLIES FOR OFFICE	ISADOR COHEN ELEMENTARY SCHOOL	01	3,000.00
CHB24-00219	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	3,000.00
CHB24-00220	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL MATERIALS AND FRONT OFFICE SUPPLIES	A. M. WINN - K-8	01	2,175.00
CHB24-00221	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLIES FOR TEACHERS	ISADOR COHEN ELEMENTARY SCHOOL	01	2,500.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB24-00222	ODP BUSINESS SOLUTIONS LLC	CHARGEBACK FOR 2023-2024	JOHN BIDWELL ELEMENTARY	01	24,900.00
CHB24-00223	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	11,000.00
CHB24-00224	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT MTRL'S & SUPPLIES FOR M & O	FACILITIES MAINTENANCE	01	10,000.00
CHB24-00225	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLIES 2023-2024	MARTIN L. KING JR ELEMENTARY	01	5,400.00
CHB24-00226	UBEO WEST LLC dba UBEO BUSINESS SERVICES	CANON COPIERS BLANKET ORDER	ABRAHAM LINCOLN ELEMENTARY	01	8,000.00
CHB24-00227	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL MATERIALS/OFFICE DEPOT	LEONARDO da VINCI ELEMENTARY	01	20,558.00
CHB24-00228	ODP BUSINESS SOLUTIONS LLC	NURSING OFFICE SUPPLIES-OFFICE DEPOT (113902)	CHARLES A. JONES CAREER & ED	11	1,000.00
CHB24-00229	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BO 2023/2024 0007	FERN BACON MIDDLE SCHOOL	01	1,000.00
CHB24-00230	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES AS NEEDED FOR OPERATIONS	BUILDINGS & GROUNDS/OPERATIONS	01	518,331.04
CHB24-00231	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT/SUPPLEMENTAL SUPPLIES	ABRAHAM LINCOLN ELEMENTARY	01	5,000.00
CHB24-00232	ODP BUSINESS SOLUTIONS LLC	CLASSROOM/SCHOOL SUPPLIES	CALIFORNIA MIDDLE SCHOOL	01	10,000.00
CHB24-00233	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT/SUPPLEMENTAL SUPPLIES	ABRAHAM LINCOLN ELEMENTARY	01	5,000.00
CHB24-00234	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES 23/24	CESAR CHAVEZ INTERMEDIATE	01	5,000.00
CHB24-00235	THE HOME DEPOT PRO	JANITORIAL SUPPLIES 23-24	BOWLING GREEN ELEMENTARY	09	10,000.00
CHB24-00236	ODP BUSINESS SOLUTIONS LLC	Office Depot supply order 23/24 additional funds	ELDER CREEK ELEMENTARY SCHOOL	01	24,000.00
CHB24-00237	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SUPPLIES FOR 23-24 SCHOOL YEAR	CONSTITUENT SERVICES	01	5,000.00
CHB24-00238	ODP BUSINESS SOLUTIONS LLC	23-24 - OFFICE DEPOT BLANKET- LCFF/F/R(4310)	UMOJA INTERNATIONAL ACADEMY	01	7,000.00
CHB24-00239	ODP BUSINESS SOLUTIONS LLC	23-24 - OFFICE DEPOT BLANKET- TITLE 1 (3010)	UMOJA INTERNATIONAL ACADEMY	01	6,000.00
CHB24-00240	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SCIENCE LCFF 23-24	AMERICAN LEGION HIGH SCHOOL	01	500.00
CHB24-00241	SCUSD - PAPER USAGE	COPY PAPER USAGE 23-24 SCHOOL YEAR	CONSTITUENT SERVICES	01	500.00
CHB24-00242	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	803.89
CHB24-00243	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	2,500.00
CHB24-00244	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET	LEATAATA FLOYD ELEMENTARY	01	2,000.00
CHB24-00245	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	1,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB24-00246	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	2,000.00
CHB24-00247	UBEO WEST LLC dba UBEO BUSINESS SERVICES	CANON COPIER SY 2022/2023	A. M. WINN - K-8	01	5,000.00
CHB24-00248	UBEO WEST LLC dba UBEO BUSINESS SERVICES	COPIER RENTAL 2023/2024	ETHEL I. BAKER ELEMENTARY	01	8,000.00
CHB24-00249	THE HOME DEPOT PRO	Custodial Supplies 23/24 SY	NEW TECH	09	2,000.00
CHB24-00250	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SUPPLEMENTAL SUPPLIES FY 23-24	TAHOE ELEMENTARY SCHOOL	01	1,200.00
CHB24-00251	THE HOME DEPOT PRO	HOME DEPOT FOR GARDEN PROJECT	NEW JOSEPH BONNHEIM	09	84.77
CHB24-00252	UBEO WEST LLC dba UBEO BUSINESS SERVICES	CANON COPIER SY 2022/23	LUTHER BURBANK HIGH SCHOOL	01	16,000.00
CS24-00043	EPOCH EDUCATION INC	EQUITY LEARNING IN ACTION SERIES (ELIAS)	BUSINESS SERVICES	01	35,000.00
CS24-00093	PARATRANSIT INC	TRANSPORT FOOD BOXES FOR FAMILY-NKH FY23-24	NUTRITION SERVICES DEPARTMENT	13	20,000.00
CS24-00094	MUSICAL INSTRUMENTS KIDS HANDS	SUMMER 2023 - SUPPLEMENTAL (Music Science)	YOUTH DEVELOPMENT	01	21,500.00
CS24-00095	DAVID WEBB	SUMMER 2023 - SUPPLEMENTAL PROVIDER (KMC ARCHERY)	YOUTH DEVELOPMENT	01	17,280.00
CS24-00096	DEPARTMENT OF SOUND	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	4,500.00
CS24-00097	FOOD LITERACY CENTER	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	24,000.00
CS24-00098	NORCAL SCHOOL OF THE ARTS	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	26,880.00
CS24-00099	DREAM ENRICHMENT CLASSES	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	38,880.00
CS24-00100	SAC CONNECT LLC	SUMMER 2023 - SUPPLEMENTAL PROVIDER (READ ON!)	YOUTH DEVELOPMENT	01	3,960.00
CS24-00102	THE WRITE TOOLS LLC	'WRITE TOOLS' PROGRAM - TRAINING FOR TEACHERS	WILLIAM LAND ELEMENTARY	01	3,255.00
CS24-00104	LAW OFFICES OF MARK T. HARRIS	ATTORNEY SERVICES	ADMIN-LEGAL COUNSEL	01	108,000.00
CS24-00105	POWERSCHOOL GROUP LLC	ENROLLMENT PROJECTIONS	BUSINESS SERVICES	01	48,891.15
CS24-00106	EPOCH EDUCATION INC	EPOCH August 2023	ACADEMIC OFFICE	01	88,000.00
CS24-00107	CENTER FOR LAND-BASED LEARNING	SA URBAN AG @LBHS 2023-24	CAREER & TECHNICAL PREPARATION	01	49,407.00
CS24-00108	MANDELBAUM EDUCATIONAL CONSULT	CHARTER SCHOOL SERVICE AGREEMENT	CONTINUOUS IMPROVEMENT & ACCOUNTABILITY	01	25,000.00
CS24-00109	FRANKLIN COVEY CLIENT SALES	FRANKLIN COVEY/LEADER IN ME MEMBERSHIP	SUTTERVILLE ELEMENTARY SCHOOL	01	5,000.00
CS24-00110	JUST US UNITED	Intensive Individualized Services	SPECIAL EDUCATION DEPARTMENT	01	90,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00111	JUST US UNITED	Intensive Individual Services - Comp Ed KM	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
CS24-00112	LIONAKIS	0510-434 CKM KITCHEN MOD - ARCHITECTURAL SVC	FACILITIES SUPPORT SERVICES	21	246,680.00
CS24-00113	IRIS TAYLOR CONSULTING	CONSULTANT FOR ACADEMIC OFFICE 2023-24	ACADEMIC OFFICE	01	52,800.00
CS24-00114	TRAIN 2 SUSTAIN LLC	TRAIN 2 SUSTAIN, LLC - CPR TRAINING	RISK MANAGEMENT	01	20,000.00
CS24-00115	CALIFORNIA DEPT OF CONSUMER AF FAIRS	460 CCHAVEZ EKEMBLE NEW CONSTRUCTION TOXIC CONTROL	FACILITIES SUPPORT SERVICES	21	60,000.00
CS24-00116	UNIVERSAL ENGINEERING SCIENCES	0530-434 LBHS CORE PH 2 TESTING/INSPECTIONS	FACILITIES SUPPORT SERVICES	21	15,060.00
CS24-00117	DLR GROUP	PHOEBE HEARST ES PARKING LOT RESTRIPIING PROJECT	FACILITIES SUPPORT SERVICES	01	1,200.00
CS24-00118	EXCEL INTERPRETING SERVICES	INTERPRETING SERVICES - EXTENDED SERVICES FY 24	MATRICULATION/ORIENTATI ON CNTR	01	35,000.00
CS24-00119	LIONAKIS	0510-433 CKM HVAC MOD - ARCHITECTURAL SERVICES	FACILITIES SUPPORT SERVICES	21	274,960.00
CS24-00120	TRU XPRESSION	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	5,080.00
CS24-00121	ALLEGRA ALESSANDRI PFEIFER	WEST SEMINAR TRAINING FOR TEACHERS	ALICE BIRNEY WALDORF - K-8	01	1,900.00
CS24-00122	NATIONAL COMPADRES NETWORK	PROFESSIONAL DEVELOPMENT FOR STAFF	BG CHACON ACADEMY	09	5,000.00
CS24-00123	REFRAMING OUR STORIES LLC	REFRAMING OUR STORIES	PONY EXPRESS ELEMENTARY SCHOOL	01	15,000.00
CS24-00124	PLACEWORKS	0265-461 OAK RIDGE NEW CONSTRUCTION DTSC/TITLE 5	FACILITIES SUPPORT SERVICES	21	48,861.00
CS24-00125	WARREN CONSULTING ENGINEERS	0242-468 MATSUYAMA CAMP RENWL-SURVEYING SERV	FACILITIES SUPPORT SERVICES	21	30,412.50
CS24-00126	HB &T ENVIRONMENTAL, INC	0265-461 OAKRIDGE NEW SCHOOL SOIL TESTING	FACILITIES SUPPORT SERVICES	21	5,837.00
CS24-00127	JORDAN KNIGHTON ARCHITECTS INC dba JK ARCHITECTURE ENG	0415-468 CALIFORNIA RENEWAL ARCHITECT SVC PART 2	FACILITIES SUPPORT SERVICES	21	968,000.00
CS24-00128	COLLABORATIVE INNOVATIONS INC	MTSS IMPLEMENTATION GRANT (2020-23)	ACADEMIC OFFICE	01	4,559.99
CS24-00129	FRANKLIN COVEY CLIENT SALES	INVOICE FOR MEMBERSHIP AND COACHING 2023-2024	ISADOR COHEN ELEMENTARY SCHOOL	01	7,500.00
CS24-00130	LEADERSHIP ACADEMY INC	THE LEADERSHIP ACADEMY SERVICES 9/23 - 5/24	ACADEMIC OFFICE	01	6,400.00
CS24-00131	SAN JOAQUIN COUNTY OFFICE OF E DUCATION	MEDI-CAL BILLING	SPECIAL EDUCATION DEPARTMENT	01	190,000.00
CS24-00132	EPOCH EDUCATION INC	EPOCH FY 24	ACADEMIC OFFICE	01	770,100.00
CS24-00133	WARREN CONSULTING ENGINEERS	477 PACIFIC ES NEW CONSTRUCTION - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	67,627.50

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00134	WARREN CONSULTING ENGINEERS	479 BOWLING GREEN MOD & NEW SCHOOL - SURVEY SVC	FACILITIES SUPPORT SERVICES	21	108,332.50
CS24-00135	KODELY LLC	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	14,550.00
CS24-00136	WARREN CONSULTING ENGINEERS	0004-468 ALICE BIRNEY CAMPUS RENEWAL SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	24,000.00
CS24-00139	UNIVERSAL ENGINEERING SCIENCES	0004-468 ALICE BIRNEY CAMPUS RENEWAL GEOTECH SVC	FACILITIES SUPPORT SERVICES	21	12,500.00
CS24-00140	UNIVERSAL ENGINEERING SCIENCES	0242-468 MATSUYAMA CAMPUS RENEWAL GEOTECH SVC	FACILITIES SUPPORT SERVICES	21	16,500.00
CS24-00141	SCOE SLY PARK	SCOE	EDWARD KEMBLE ELEMENTARY	01	31,200.00
CS24-00142	ALTERNATIVE LOGISTICS TECHN	ALTERNATIVE LOGISTICS - SPECIAL EDUCATION STUDENTS	TRANSPORTATION SERVICES	01	19,500.00
CS24-00143	BALL OUT ACADEMY INC	SUMMER 2023 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	20,160.00
CS24-00144	LAURA EMBREY-STINE	WEST SEMINAR TRAINING FOR TEACHERS	ALICE BIRNEY WALDORF - K-8	01	679.69
CS24-00145	JOSE DI GREGORIO	SPR23-046 - MURAL W/EXPANDED LEARNING	YOUTH DEVELOPMENT	01	2,000.00
CS24-00146	ALICE STAMM	KN EURYTHMY ASSEMBLIES - treat as confirming	A. M. WINN - K-8	01	2,500.00
CS24-00147	LUIS GARCIA	SPR23-046 - MURAL W/EXPANDED LEARNING	YOUTH DEVELOPMENT	01	8,000.00
CS24-00148	SACRAMENTO THEATRE CO	SUMMER 2023 - SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	5,920.00
CS24-00149	DOCUMENT TRACKING SERVICES	DOCUMENT TRACKING SERVICE- LICENSING AGREEMENT	STRATEGY & CONTINUOUS IMPRVMT	01	14,430.00
CS24-00150	ARMIJO LEGAL SOLUTIONS	INVESTIGATIVE SERVICES	ADMIN-LEGAL COUNSEL	01	25,000.00
CS24-00151	INNOVATIVE CONSTRUCTION SERVICES INC	0525-470 JFK SOFT/BASEBALL CONSTRUCTION MANAGEMENT	FACILITIES SUPPORT SERVICES	21	156,850.00
CS24-00152	INNOVATIVE CONSTRUCTION SERVICES INC	0521-470 WCHS SOFT/BASEBALL CONSTRUCTION MGMT	FACILITIES SUPPORT SERVICES	21	156,850.00
CS24-00153	INNOVATIVE CONSTRUCTION SERVICES INC	0242-468 MATSUYAMA CAMPUS CONSTRUCTION MNGT	FACILITIES SUPPORT SERVICES	21	223,110.00
CS24-00154	INNOVATIVE CONSTRUCTION SERVICES INC	0004-468 ALICE BIRNEY CAMPUS CONSTRUCTION MNGT	FACILITIES SUPPORT SERVICES	21	155,805.00
CS24-00155	COLLEGE ENTRANCE EXAMINATION BOARD	PRE AP WORKSHOP VERTICA TEAMS (BILLY HERNANDEZ)	JOHN F. KENNEDY HIGH SCHOOL	01	300.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00156	LPC CONSULTING ASSOCIATES INC	SSHS PROCESS & PROCEDURE HANDBOOK UPDATE 23/24	STUDENT SUPPORT&HEALTH SRVCS	01	2,000.00
CS24-00157	WARREN CONSULTING ENGINEERS	0272-416 PARKWAY SHADE STRUCTURE - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	3,500.00
CS24-00158	MID PACIFIC ENGINEERING INC	0262-461 NICHOLAS NEW SCHOOL - MPE AMENDMENT 1	FACILITIES SUPPORT SERVICES	21	106,140.00
CS24-00159	ATVANTAGE LLC	ATHLETIC TRAINERS - 6 COMP HS & WEST CAMPUS 23-24	EQUITY, ACCESS & EXCELLENCE	01	429,000.00
CS24-00160	DANIELLE CHRISTY dba INCLUSIVE LY MINDED	IEP Meeting for STH OAH 2022030356	SPECIAL EDUCATION DEPARTMENT	01	175.00
CS24-00161	LEARNING PATHWAYS	IEE - Psycho-Educational Assessment K.O	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS24-00162	MOORE RECREATION CONSULT INC.	Recreational Therapy Assessment	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
CS24-00163	DOCUMENT TRACKING SERVICES	LCAP TRANSLATIONS	STRATEGY & CONTINUOUS IMPRVMT	01	32,386.40
CS24-00164	DWIGHT TAYLOR SR	STUDENT SEL SESSIONS	HIRAM W. JOHNSON HIGH SCHOOL	01	34,000.00
CS24-00165	STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION	TPP COOPERATIVE SVC DELIVERY -MATCH	SPECIAL EDUCATION DEPARTMENT	01	67,277.00
CS24-00166	WARREN CONSULTING ENGINEERS	478 FERN BACON MOD/NEW SCHOOL - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	96,667.50
CS24-00191	HEART CORE CONSULTING LLC	HEART CORE CONSULTING	ACADEMIC OFFICE	01	500,000.00
CS24-00197	ADDICTION TREATMENT TECH	CARE SOLACE MOU - MENTAL HEALTH SVC.	STUDENT SUPPORT&HEALTH SRVCS	01	150,500.00
N24-00001	CCHAT CENTER	NPS EDUCATIONAL SERVICES (DEAF PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	55,000.00
P24-00348	KENNA MONTOYA	REIMBURSEMENT TEAM CHAIRS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,957.18
P24-00349	LAKESHORE LEARNING MATERIALS	SUPPLIES FOR TEACHERS CLASSROOMS 2023-24 SY	ISADOR COHEN ELEMENTARY SCHOOL	01	2,828.92
P24-00350	SCHOOL SPECIALTY	PE SUPPLIES FOR 2023-24 SY	ISADOR COHEN ELEMENTARY SCHOOL	01	159.20
P24-00351	ROCHESTER 100, INC	SPANISH COMMUNICATION FOLDERS FOR 2023-24SY	EDWARD KEMBLE ELEMENTARY	01	1,011.38
P24-00352	SCHOOL SPECIALTY	BORDERS FOR BULLETIN BOARD 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	22.03
P24-00353	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	1,528.65
P24-00354	ODP BUSINESS SOLUTIONS LLC	POSTAGE STAMP FOR NJROTC	LUTHER BURBANK HIGH SCHOOL	01	60.00
P24-00355	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	STUDENT PLANNERS 2023-24	SAM BRANNAN MIDDLE SCHOOL	01	2,074.79

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00356	AMAZON CAPITAL SERVICES	HOMELESS STUDENT EMERGENCY CLOTHING	HIRAM W. JOHNSON HIGH SCHOOL	01	509.22
P24-00357	PACIFIC OFFICE AUTOMATION	POA Overdue Inv TREAT AS CONFIRMING	A. M. WINN - K-8	01	425.00
P24-00358	ALL WEST COACHLINES INC	JFK FOOTBALL GAMES COACH USA ALL WEST	JOHN F. KENNEDY HIGH SCHOOL	01	7,020.08
P24-00359	BZ SERVICE STATION MAINT INC	CONFIRMING ANNUAL VAPOR TESTING AND REPAIR @ F&M	FACILITIES MAINTENANCE	01	3,987.38
P24-00360	ALL WEST COACHLINES INC	Field Trip Coach USA	NEW JOSEPH BONNHEIM	09	1,143.28
P24-00361	ALL WEST COACHLINES INC	FIELD TRIP ALL WEST COACH USA	NEW JOSEPH BONNHEIM	09	1,300.02
P24-00362	YOLO BASIN FOUNDATION	FIELD TRIP-YOLO BASIN FOUNDATION 10/04/2023	NEW JOSEPH BONNHEIM	09	300.00
P24-00363	ACADEMIC AFFAIRS YOUR GRADUATION SUPPLY	CONFIRMING-STOLES FOR GRADUATION	ENGINEERING AND SCIENCES HS	01	2,161.41
P24-00364	ERNEST PACKAGING SOLUTIONS	PACKING TAPE WAREHOUSE 2023-24 SY	DISTRIBUTION SERVICES	01	377.04
P24-00365	KOMBAT INK	BASEBALL CAPS FOR 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	4,458.75
P24-00366	UNITED STATES COLD STORAGE OF CALIFORNIA	BACK UP FREEZER STORAGE 22-23 SY ROLL OVER	NUTRITION SERVICES DEPARTMENT	13	1,626.30
P24-00367	SCHOLASTIC INC SCHOLASTIC MAGAZINES	SCHOLASTIC MAGAZINES	JOHN CABRILLO ELEMENTARY	01	4,968.16
P24-00368	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	STUDENT AGENDAS	JOHN CABRILLO ELEMENTARY	01	719.39
P24-00369	PACIFIC OFFICE AUTOMATION	RISO 7/01/21-6/30/22 MAINTENANCE PYMT **PAST DUE**	WILLIAM LAND ELEMENTARY	01	100.00
P24-00370	IMAGE ONE CORP	ROCKETSCAN FOR MEAL APP LICENSE FY23-24	NUTRITION SERVICES DEPARTMENT	13	3,561.00
P24-00371	AMERICAN RIVER CONSERVANCY	FIELD TRIP-AMERICAN RIVER CONSERVANCY 09/19/2023	NEW JOSEPH BONNHEIM	09	400.00
P24-00372	ALL WEST COACHLINES INC	FIELD TRIP ALL WEST COACH USA 10/03/2023	NEW JOSEPH BONNHEIM	09	1,300.02
P24-00373	KOMBAT INK	JFK HS WOMEN'S GOLF 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	697.13
P24-00374	GRAINGER INC	LOCKS FOR LOCKERS P.GARIBAY FOR 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	883.05
P24-00376	CURRICULUM ASSOCIATES LLC	I-READY CLASSROOM	H.W. HARKNESS ELEMENTARY	01	8,202.92
P24-00377	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES/COPY CLASSWORK	HUBERT H BANCROFT ELEMENTARY	01	524.57
P24-00378	PACIFIC OFFICE AUTOMATION	RISO INK + MASTERS	NICHOLAS ELEMENTARY SCHOOL	01	966.03
P24-00379	CDW GOVERNMENT	PROJECTORS TO REPLACE BROKEN PROJECTORS	ABRAHAM LINCOLN ELEMENTARY	01	1,046.18
P24-00380	THE HOME DEPOT PRO	Coolers for LTS	CURRICULUM & PROF DEVELOP	01	1,314.33

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00381	CURRICULUM ASSOCIATES LLC	i-READY MATH/READING LIC RENEWAL 2023-24	BG CHACON ACADEMY	09	17,633.00
P24-00382	A1 TRADING CO	Banners to welcome parents and students back	PARKWAY ELEMENTARY SCHOOL	01	172.91
P24-00383	TROXELL COMMUNICATIONS INC	HEADPHONES FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	2,825.75
P24-00384	HANNIBAL'S RESTAURANT AND CATE RING	CATERING FOR TEACHER TRAINING	CAREER & TECHNICAL PREPARATION	01	4,567.94
P24-00385	EAST BAY RESTAURANT SUPPLY INC	MEAT TUMBLER/TIMER/LIFT KIT FOR CK FY23-24	NUTRITION SERVICES DEPARTMENT	13	22,950.33
P24-00387	VIRCO INC	Classroom Chairs	EARL WARREN ELEMENTARY SCHOOL	01	2,805.55
P24-00388	HEGGERTY PHONEMIC AWARENESS	HEGGERTY CURRICULUM PHONEMIC AWARENESS BOOKS	JOHN CABRILLO ELEMENTARY	01	209.06
P24-00389	AMAZON CAPITAL SERVICES	KINDER SUPPLIES	H.W. HARKNESS ELEMENTARY	01	195.48
P24-00390	AMAZON CAPITAL SERVICES	Computer Cart Combination Locks	EARL WARREN ELEMENTARY SCHOOL	01	138.03
P24-00391	ALL WEST COACHLINES INC	FIELD TRIP ALL WEST COACH USA ABLES ACRES	NEW JOSEPH BONNHEIM	09	1,206.76
P24-00392	DOCUMENT TRACKING SERVICES	DTS 2022 SARC TRANSLATION HMONG	STRATEGY & CONTINUOUS IMPRVMT	01	375.00
P24-00393	AMAZON CAPITAL SERVICES	Deliver to Genesis (Serna) Room 13	EARLY LEARNING & CARE PROGRAMS	12	216.63
P24-00394	SCHOOLMATE INC	PLANNERS FOR INTERMEDIATE	PONY EXPRESS ELEMENTARY SCHOOL	01	1,163.69
P24-00395	ROBERT E SMITH dba ALL AWARDS	STUDENT SPIRIT WEAR 2023-2024 - CONFIRMING ORDER	CAMELLIA BASIC ELEMENTARY	01	3,048.35
P24-00396	PACIFIC OFFICE AUTOMATION	PAY INVOICES FOR PRODUCTS/SERVICES	ELDER CREEK ELEMENTARY SCHOOL	01	704.70
P24-00397	COLIN D FULTON dba COTTON SHOP PE	CAMELLIA STAFF POLOS - CONFIRMING ORDER	CAMELLIA BASIC ELEMENTARY	01	911.56
P24-00398	ABELS APPLE ACRES INC	APPLE HILL - ABELS APPLE ACRES	NEW JOSEPH BONNHEIM	09	370.00
P24-00399	EAST BAY RESTAURANT SUPPLY INC	CONVECTION OVEN-GAS	NUTRITION SERVICES DEPARTMENT	13	24,273.86
P24-00400	GOLD STAR FOODS INC	MISC. PAPER & FOOD PRODUCT WAREHOUSE 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	43,416.15
P24-00401	LAND O LAKES INC	SLICED & CUBED CHEESE FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	10,262.70
P24-00402	CDW GOVERNMENT	PROJECTORS FOR CLASSROOMS	MIWOK MIDDLE SCHOOL	01	2,370.75
P24-00403	IVES TRAINING & COMPLIANCE GRP	FORKLIFT CERT TRAINING MATERIAL 2023-24SY	NUTRITION SERVICES DEPARTMENT	13	154.85
P24-00404	ODP BUSINESS SOLUTIONS LLC	OMNI POWERSTATION FOR FACILITIES	FACILITIES SUPPORT SERVICES	01	2,174.99

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00405	ROCHESTER 100 INC	HOMEWORK FOLDERS	H.W. HARKNESS ELEMENTARY	01	505.69
P24-00406	LAKESHORE LEARNING MATERIALS	ORDER FOR TK PROGRAM	ACADEMIC OFFICE	01	16,560.99
P24-00407	NORCAL ROTOCO INC ROTO ROOTER PLUMBERS	0040-461 INTERIM HOUSING CBWIRE PUMP REPLACEMENT	FACILITIES SUPPORT SERVICES	21	9,800.00
P24-00408	KNOX CO	KNOX BOXES	FACILITIES MAINTENANCE	01	9,256.81
P24-00409	THE SHADE CARE CO INC	TREE SERVICE @ AMERICAN LEGION HS	FACILITIES MAINTENANCE	01	6,950.00
P24-00410	DAVID PHANTHAI	EMPLOYEE REIMB-TEACHER ENRICHMENT GUIDE	ROSEMONT HIGH SCHOOL	01	1,234.82
P24-00411	HERC RENTALS INC	CONFIRMING TEMP LIGHTING FOR SPORTS FIELD @CKM	FACILITIES MAINTENANCE	01	6,249.68
P24-00412	HERC RENTALS INC	CONFIRMING: TEMP LIGHTING FOR SPORTS FIELD @CKM	FACILITIES MAINTENANCE	01	6,249.65
P24-00413	HERC RENTALS INC	CONFIRMING TEMP LIGHT SPORTS FIELD @ HIRAM JOHNSON	FACILITIES MAINTENANCE	01	7,948.04
P24-00414	JACKI GLASPER	PROMOTION DECORATIONS	SUCCESS ACADEMY	01	154.31
P24-00415	THE HOME DEPOT PRO	CTE INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	70.99
P24-00416	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	534.61
P24-00417	ODP BUSINESS SOLUTIONS LLC	WHITE BOARD FOR CLASS	MIWOK MIDDLE SCHOOL	01	156.16
P24-00418	CDW GOVERNMENT	Board Laptop	BOARD OF EDUCATION	01	1,032.09
P24-00419	EDWARD FEDOR	TREAT-AS-CONFIRMING REIMBURSEMENT CADET NAME TAGS	C. K. McCLATCHY HIGH SCHOOL	01	509.50
P24-00420	WEST COAST ARBORISTS INC	CONFIRMING TREE SERVICE @ PHOEBE HEARST	FACILITIES MAINTENANCE	01	3,420.00
P24-00421	HOME CAMPUS	***TREAT AS CONFIRMING***PURCHASE HOME CAMPUS	ALBERT EINSTEIN MIDDLE SCHOOL	01	695.00
P24-00422	EAN SERVICES LLC	4 RENTAL VANS FOR CROSS COUNTRY MEET 9/15/2023	C. K. McCLATCHY HIGH SCHOOL	01	742.12
P24-00423	AMAZON CAPITAL SERVICES	WHITEBOARDS, OFFICE SUPPLIES	ACCOUNTING SERVICES DEPARTMENT	01	340.11
P24-00424	AMAZON CAPITAL SERVICES	AMAZON (STEPHANIE BYRNES)	HEALTH PROFESSIONS HIGH SCHOOL	01	222.90
P24-00425	AMAZON CAPITAL SERVICES	AMAZON-BOOKS FOR STAFF-SEL	PONY EXPRESS ELEMENTARY SCHOOL	01	603.40
P24-00426	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	319.49
P24-00427	AMAZON CAPITAL SERVICES	NEW ART CLASSROOM SUPPLIES - ABRAHAMS	C. K. McCLATCHY HIGH SCHOOL	01	545.78

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00428	KS TELECOM INC	0183-464 JBONNHEIM TELECENTER-CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	242,000.00
P24-00429	KS TELECOM INC	0300-464 CROCKER RIVERSIDE TELECENTER-CONSTR. SVC	FACILITIES SUPPORT SERVICES	21	219,835.00
P24-00430	WESTERN MACHINERY	0825-0817 SERNA BACKUP GENERATOR	FACILITIES SUPPORT SERVICES	21	718,764.64
P24-00431	SCHOOL NURSE SUPPLY INC	SCHOOL NURSE SUPPLIES 2023-24SY	ISADOR COHEN ELEMENTARY SCHOOL	01	388.89
P24-00432	JONES SCHOOL SUPPLY CO INC	STUDENT, MEDALS, & CERTIFICATES 2023-24SY	ISADOR COHEN ELEMENTARY SCHOOL	01	1,237.44
P24-00433	COMPREHENSIVE MEDICAL, INC	STUDENT DRUG TESTS 2023-24SY	CHARLES A. JONES CAREER & ED	11	323.00
P24-00434	SMARTSIGN	STUDENT PARKING FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	206.12
P24-00435	BLICK ART MATERIALS LLC	ART MATERIAL 2023-24SY	THE MET	09	1,054.51
P24-00436	UNIVERSAL ATHLETIC LLC	JV FOOTBALL GAME PANTS 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	1,641.54
P24-00437	KLINE MUSIC INC	GITAR STRINGS FOR MUSIC 2023-24SY	ROSA PARKS MIDDLE SCHOOL	01	382.45
P24-00438	BIO CORP	BIO LAB SUPPLIES 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	1,000.69
P24-00439	SIERRA WINDOW COVERINGS	SAFETY ISSUE BLINDS NEEDED FOR OFFICE 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	435.50
P24-00441	BSN SPORTS LLC	WOMEN'S VOLLEYBALL UNIFORMS 2023-24	LUTHER BURBANK HIGH SCHOOL	01	1,562.63
P24-00442	SCUSD - US BANK CAL CARD	CALM ROOM FURNITURE	UMOJA INTERNATIONAL ACADEMY	01	2,174.98
P24-00443	ULTRA TRUCKWORKS INC	PURCHASING 2 LIFT GATES FOR 2016 FORDS 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	22,533.83
P24-00444	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES 22.23	WASHINGTON ELEMENTARY SCHOOL	01	149.94
P24-00445	AMAZON CAPITAL SERVICES	HOMELESS STUDENT EMERGENCY CLOTHING	HIRAM W. JOHNSON HIGH SCHOOL	01	1,655.27
P24-00446	AMAZON CAPITAL SERVICES	HOMELESS STUDENT EMERGENCY CLOTHING	HIRAM W. JOHNSON HIGH SCHOOL	01	235.81
P24-00447	FRONTLINE TECHNOLOGIES GROUP LC	23-24 COVID SCREENING & CONTACT TRACING SOFTWARE	HEALTH SERVICES	01	81,979.54
P24-00448	ROCHESTER 100 INC	TEACHER/PARENT COMMUNICATOR FOLDER	EARL WARREN ELEMENTARY SCHOOL	01	394.22
P24-00449	SCHOOLMATE INC	STUDENT ACADEMIC PLANNERS	HUBERT H BANCROFT ELEMENTARY	01	212.88
P24-00450	THE HOME DEPOT PRO	CLASSROOM SAFETY	HUBERT H BANCROFT ELEMENTARY	01	287.36
P24-00451	BULK BOOKSTORE	SUPPLEMENTAL MATERIALS ELA	C. K. McCLATCHY HIGH SCHOOL	01	3,604.75

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00452	VERNIER SOFTWARE & TECHNOLOGY	CTE INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	50.48
P24-00453	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES 23-24	WASHINGTON ELEMENTARY SCHOOL	01	263.43
P24-00454	KOGNITO SOLUTIONS LLC	KOGNITO - PK12 / 12 MONTH LICENSE	STUDENT SUPPORT&HEALTH SRVCS	01	140,000.00
P24-00455	VIATRON SYSTEMS INC	APPLICATION XTENDER MAINTENANCE, 10/1/23 - 9/30/24	TECHNOLOGY SERVICES	01	13,286.00
P24-00456	GRIFFJACK LLC	SEPT.MENU FOOD PHOTOGRAPHY -KARA BLAKE CHIN	NUTRITION SERVICES DEPARTMENT	13	2,000.00
P24-00457	LEXIA LEARNING SYSTEMS LLC	LEXIA LEARNING SYSTEMS - LICENSE W/VIRTUAL SCHOOL	MULTILINGUAL EDUCATION DEPT.	01	126,900.00
P24-00458	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES 23-24 SCHOOL YEAR	WASHINGTON ELEMENTARY SCHOOL	01	478.28
P24-00459	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - BOARD OFFICE DECOR	RISK MANAGEMENT	01	71.75
P24-00460	PAXTON PATTERSON LLC	FERN BACON MS-PRIN.M.CORONADO	CAREER & TECHNICAL PREPARATION	01	98,461.16
P24-00461	SELPA ADMINISTRATORS OF CAL HU MBOLT DEL NORTE SELPA	SELPA DUES (2023-2024)	SPECIAL EDUCATION DEPARTMENT	01	1,660.00
P24-00462	CSBA	CSBA MEMBERSHIP / ELA MEMBERSHIP FOR 2023-24	BOARD OF EDUCATION	01	39,244.00
P24-00463	NSAV SOLUTIONS	PROJECTOR BULBS FOR CLASSROOMS	ROSEMONT HIGH SCHOOL	01	1,236.29
P24-00464	THE HOME DEPOT PRO	REFRIGERATOR - ATTN: CASSANDRA OR PHYLLIS	EARLY LEARNING & CARE PROGRAMS	12	840.79
P24-00465	LAKESHORE LEARNING MATERIALS	TEACHING EASEL FOR CLASSROOM	JOHN CABRILLO ELEMENTARY	01	443.21
P24-00466	SCHOOL SPECIALTY	CRICUT CUTTING MACHINE SCHOOL PROJECTS	WASHINGTON ELEMENTARY SCHOOL	01	701.43
P24-00467	CURRICULUM ASSOCIATES LLC	STUDENT WRITING WORKBOOKS	HUBERT H BANCROFT ELEMENTARY	01	102.25
P24-00468	AMAZON CAPITAL SERVICES	SSD CARDS FOR COMPUTERS	MIWOK MIDDLE SCHOOL	01	54.74
P24-00469	ODP BUSINESS SOLUTIONS LLC	PRINCIPAL SUPPORT	CAROLINE WENZEL ELEMENTARY	01	304.49
P24-00470	AMAZON CAPITAL SERVICES	LAMP FOR COUNSELOR OFFICE	ENGINEERING AND SCIENCES HS	01	76.66
P24-00471	AMAZON CAPITAL SERVICES	AMAZON_WELDING_COMPUTER USB-C FOR PROJECTOR	CHARLES A. JONES CAREER & ED	11	41.63
P24-00472	AMAZON CAPITAL SERVICES	FORCEFIELD FLAME RETARDANT	ALICE BIRNEY WALDORF - K-8	01	195.29
P24-00473	AMAZON CAPITAL SERVICES	SPED STAFF MATERIALS - H.S.	SPECIAL EDUCATION DEPARTMENT	01	65.24

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00474	GARAGE CHAMPS	WASHINGTON STUDENT UNIFORM TSHIRTS 23-24 RB	WASHINGTON ELEMENTARY SCHOOL	01	486.49
P24-00475	SCOE SLY PARK	SCOE Sly Park Deposit 2023-24	GOLDEN EMPIRE ELEMENTARY	01	3,500.00
P24-00476	CALIFORNIA'S COALITION FOR ADE QUATE SCHOOL HOUSING	CASH MAINTENANCE NETWORK MEMBERSHIP	FACILITIES SUPPORT SERVICES	01	351.00
P24-00477	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	PA System 2023-24 (PURCH SAVED \$2200)	EARL WARREN ELEMENTARY SCHOOL	01	5,952.92
P24-00478	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	INST MATERIALS DIGITAL ART/PHOTO/YEARBOOK	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,094.74
P24-00479	EPIC SPORTS	PLAYGROUND EQUIPMENT FOR SUY:U ELEMANTRY	SUY:U ELEMENTARY	01	816.92
P24-00480	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	MANUFACTURING_INSTRUC TIONAL_FORKLIFT BOOKS	CHARLES A. JONES CAREER & ED	11	652.50
P24-00481	AMAZON CAPITAL SERVICES	Deliver to Christina Roseli	EARLY LEARNING & CARE PROGRAMS	12	640.14
P24-00482	AMAZON CAPITAL SERVICES	ANATOMY LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	243.15
P24-00483	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	397.32
P24-00484	LAKESHORE LEARNING MATERIALS	CLASSROOM RUG	WASHINGTON ELEMENTARY SCHOOL	01	325.16
P24-00485	ODP BUSINESS SOLUTIONS LLC	DESKTOP SCANNER NEEDED FOR PLUMBING DEPARTMENT	FACILITIES MAINTENANCE	01	358.86
P24-00486	APPLE INC	APPLE TVS FOR IAS	ACADEMIC OFFICE	01	382.08
P24-00487	CDW GOVERNMENT	CDW-G	CONSOLIDATED PROGRAMS	01	1,017.09
P24-00488	CDW GOVERNMENT	SEIS STAFF SUPPORT	SPECIAL EDUCATION DEPARTMENT	01	681.43
P24-00489	TEKVISIONS INC	CAFETERIA POINT OF SALE HARDWARE UPGRADE (Win10)	NUTRITION SERVICES DEPARTMENT	13	6,066.50
P24-00490	SCOE FINANCIAL SERVICES	6th GR. SLY PARK DEPOSIT	HUBERT H BANCROFT ELEMENTARY	01	3,250.00
P24-00491	CDW GOVERNMENT	VMware Support Renewal, 9/17/23 - 9/16/2024	TECHNOLOGY SERVICES	01	10,235.00
P24-00492	SCHOLASTIC BOOK FAIRS	SCHOLASTICS BOOK FAIR SALES	WASHINGTON ELEMENTARY SCHOOL	01	8,960.81
P24-00493	REBECCA CANTABERRY	REIMBURSEMENT_REBECCA CANTABERRY	CHARLES A. JONES CAREER & ED	11	35.34
P24-00494	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	COUNTY OF SACRAMENTO - CONFIRMING	GEO WASHINGTON CARVER	09	304.00
P24-00495	RIVER CITY STADIUM MANAGEMENT	WATER/PARKING - 2023 COMP HIGH SCHOOL GRADUATIONS	DEPUTY SUPERINTENDENT	01	14,464.57
P24-00496	SCOE FINANCIAL SERVICES	Earl Warren 2023-24 SLY PARK Invoice	EARL WARREN ELEMENTARY SCHOOL	01	3,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00497	EWING IRRIGATION PRODUCTS INC	CONFIRMING / PESTICIDE FOR LABOR SHOP	FACILITIES MAINTENANCE	01	9,115.75
P24-00498	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	0262-461 NICHOLAS NEW SCHOOL SAC COUNTY 2023-24SY	FACILITIES SUPPORT SERVICES	21	2,344.00
P24-00499	THE HOME DEPOT PRO	TOOLS FOR PLUMBING SHOP 2023-24SY	FACILITIES MAINTENANCE	01	3,379.95
P24-00500	FASTENAL CO	CHAIN FOR LOCKING GATES 2023-24SY	FACILITIES MAINTENANCE	01	2,440.13
P24-00501	ENVIRO CERTIFICATION SERVICES	LAB FUME HOOD TESTS - VARIOUS SITES	FACILITIES MAINTENANCE	01	15,635.00
P24-00502	AFFORDABLE TRENCHLESS & PLUMBI NG INC	460 CCHAVEZ EKEMBLE NEW SCHOOL HYDRO JET SEWER	FACILITIES SUPPORT SERVICES	01	4,200.00
P24-00503	WEST COAST ARBORISTS INC	NATURE AREA ASSESSMENT @ OW ERLEWINE	FACILITIES MAINTENANCE	01	5,000.00
P24-00504	SIERRA NATIONAL ASPHALT	JOHN MORSE TRIP HAZARD REPAIR	FACILITIES MAINTENANCE	01	7,450.00
P24-00505	VELOCITY SPORTS GROUP LLC	TURF MAINTENANCE @ WC HIGH SCHOOL + 5 OTHER SITES	FACILITIES MAINTENANCE	01	14,100.00
P24-00506	THE SHADE CARE CO INC	TREE SERVICE @ PACIFIC ELEMENTARY	FACILITIES MAINTENANCE	01	8,960.00
P24-00507	PACIFIC WEST SIGNS	REPLACEMENT LETTERS FOR SCHOOL SIGNAGE	FACILITIES MAINTENANCE	01	1,060.31
P24-00508	AMAZON CAPITAL SERVICES	ANATOMY LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	206.62
P24-00509	RIVERSIDE COMMUNITY CARE INC d ba MINDWISE INNOVATIONS	SOS FRO MIDDLE SCHS & HIGH SCHS	STUDENT SUPPORT&HEALTH SRVCS	01	5,400.00
P24-00510	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	ADDITIONAL SCHOOL PLANNERS	WEST CAMPUS	01	184.09
P24-00511	PACIFIC OFFICE AUTOMATION	INK AND MASTERS FOR RISO	CAROLINE WENZEL ELEMENTARY	01	395.87
P24-00512	BATTERIES PLUS	BATTERIES FOR MOTOROLA RADIOS	WILL C. WOOD MIDDLE SCHOOL	01	489.10
P24-00513	NOREGON SYSTEMS LLC	DIAGNOSTIC TOOL FOR SCHOOL BUS REPAIR	TRANSPORTATION SERVICES	01	8,274.78
P24-00514	CDW GOVERNMENT	PROJECTORS FOR STUDENT ACCESS TO INSTRUCTION	ENGINEERING AND SCIENCES HS	01	2,615.44
P24-00515	DOCUSIGN INC	DOCUSIGN SUBSCRIPTION FOR MEDI-CAL AUTHORIZATIONS	SPECIAL EDUCATION DEPARTMENT	01	3,105.00
P24-00516	APPLE INC	iPads for the IAS Team	TECHNOLOGY SERVICES	21	6,236.45
P24-00517	LEARNING A-Z	LEARNING A-Z LICENSE	ALBERT EINSTEIN MIDDLE SCHOOL	01	351.00
P24-00518	AMAZON CAPITAL SERVICES	MAP FOR CLASSROOM-INST MATERIAL	ENGINEERING AND SCIENCES HS	01	434.99

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00519	TOBII DYNAVOX LLC	SUBSCRIPTION LICENSE PURCHASE	SPECIAL EDUCATION DEPARTMENT	01	895.50
P24-00520	CDW GOVERNMENT	COMPUTER MONITOR FOR CK- 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	232.98
P24-00521	VIRCO INC	AFTERSCHOOL CLASSROOM DESK-QUOTATION # 8287558	NEW JOSEPH BONNHEIM	09	2,754.86
P24-00522	SCHOOL SPECIALTY	PURCHASE SCHOOL ENTRY RUGS SAFETY RAIN SLIPPING	HOLLYWOOD PARK ELEMENTARY	01	1,229.14
P24-00523	ODP BUSINESS SOLUTIONS LLC	CLASSROOM WHITE BOARD	LUTHER BURBANK HIGH SCHOOL	01	110.91
P24-00524	BLICK ART MATERIALS LLC	BLICK ART MATERIALS 2023-24 SY	SUCCESS ACADEMY	01	4,264.57
P24-00525	GOPHER SPORT	PE SUPPLIES 2023-24SY	ROSA PARKS MIDDLE SCHOOL	01	3,290.32
P24-00526	ULINE	STOP SIGNS & VEST FOR CROSSWALK 2023-24SY	MIWOK MIDDLE SCHOOL	01	65.25
P24-00527	BSN SPORTS LLC	FLAG FOOTBALL BELTS 2023-24SY	ROSA PARKS MIDDLE SCHOOL	01	361.43
P24-00528	SCHOOL NURSE SUPPLY INC	SUPPLIES FOR NURSES OFFICE 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	542.67
P24-00529	SCHOOL SPECIALTY	PE Equipment 2023-24	ROSA PARKS MIDDLE SCHOOL	01	1,688.50
P24-00530	IB SOURCE	23-24 SCHOOL PLANNERS STUDENT	UMOJA INTERNATIONAL ACADEMY	01	6,465.95
P24-00531	AMS.NET INC	Cisco SMARTnet Support 7/1/23-6/30/24	TECHNOLOGY SERVICES	01	44,591.09
P24-00532	SACRAMENTO METRO CABLE TV COMM	CABLECAST OF BOARD MEETINGS 2022-23	BOARD OF EDUCATION	01	690.00
P24-00533	GARAGE CHAMPS	MLK LANYARDS	MARTIN L. KING JR ELEMENTARY	01	587.25
P24-00534	AMAZON CAPITAL SERVICES	DESK CONVERTER STATION	EDWARD KEMBLE ELEMENTARY	01	215.31
P24-00535	ODP BUSINESS SOLUTIONS LLC	REFRIGERATOR THERMOMETER	EARLY LEARNING & CARE PROGRAMS	12	304.07
P24-00536	AMAZON CAPITAL SERVICES	SURGE STRIP & UNDER CABINET LIGHT - DENISE	EARLY LEARNING & CARE PROGRAMS	12	58.13
P24-00537	CDW GOVERNMENT	0040-461-2 CBWIRE INTERIM TECHNOLOGY - SUPPLIES	FACILITIES SUPPORT SERVICES	21	3,996.06
P24-00538	POSMICRO.com	Barcode Scanners	LIBRARY/TEXTBOOK SERVICES	01	865.63
P24-00539	CDW GOVERNMENT	LAPTOP FOR NEW SPED TEACHER 23/24	AMERICAN LEGION HIGH SCHOOL	01	1,093.73
P24-00540	CDW GOVERNMENT	COMP/MONITOR/PRINTER FOR ADMIN	ENGINEERING AND SCIENCES HS	01	1,899.73
P24-00541	GOPHER SPORT	AFTERSCHOOL - SPARK AFTERSCHOOL CURRICULUM	NEW JOSEPH BONNHEIM	09	149.00
P24-00542	HERFF JONES INC	Graduation Diploma	THE MET	09	13.91

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00543	SCUSD - US BANK CAL CARD	REMARKABLE TABLET	FATHER K.B. KENNY - K-8	01	1,363.73
P24-00544	MOBYMAX LLC	MOBY MAX FOR SITE	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,995.00
P24-00545	AMAZON CAPITAL SERVICES	NURSE SUPPLIES - Garbage bags	EARLY LEARNING & CARE PROGRAMS	12	192.78
P24-00546	SCUSD - US BANK CAL CARD	REPAIR CANON R5 WITH THE 100-500 MM LENS CAMERA-JC	CAREER & TECHNICAL PREPARATION	01	1,275.49
P24-00547	AMAZON CAPITAL SERVICES	OXFORD COMPOSITION GRAPH RULED PAPER 12 PACK	NEW JOSEPH BONNHEIM	09	96.23
P24-00548	CDW GOVERNMENT	TREAT AS CONFIRMING - REF P23-01460	SPECIAL EDUCATION DEPARTMENT	01	1,700.20
P24-00549	T MARZETTI CO	PASTA & CROUTONS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	173.32
P24-00550	SAVVAS	(LATE) AP Environ Sci Text & 6 Yr Online Access	LIBRARY/TEXTBOOK SERVICES	01	20,536.62
P24-00551	BEDFORD FREEMAN & WORTH PUBLIS HING GROUP	AP US History (late West Campus order)	LIBRARY/TEXTBOOK SERVICES	01	13,887.96
P24-00552	CHARTER SCHOOLS DEVELOPMENT CE NTER	CHARTER RENEWAL	BG CHACON ACADEMY	09	978.00
P24-00553	CSUS PARKING SACRAMENTO STATE UNIVERSITY	CSUS PARKING PERMITS - TRANSITION CLASS	SPECIAL EDUCATION DEPARTMENT	01	1,188.00
P24-00554	INTEGRITY GLOBAL SOLUTIONS LLC	Cisco 10GB Base-LR	TECHNOLOGY SERVICES	01	13,430.63
P24-00555	PAXTON PATTERSON LLC	KIM ESELEKHOMHEN SUTTER MS- CLROOM SUPPLIES	CAREER & TECHNICAL PREPARATION	01	431.47
P24-00556	AMAZON CAPITAL SERVICES	COMPARTMENT CASES FOR KEYS FOR SECURITY DEPARTMENT	SECURITY SERVICES	01	32.49
P24-00557	SCUSD - US BANK CAL CARD	OFFICE SUPPORT	CAROLINE WENZEL ELEMENTARY	01	124.97
P24-00558	PAXTON PATTERSON LLC	KIM STOWELL EINSTEIN MS-CLROOMS SUPPLIES 2023-24SY	CAREER & TECHNICAL PREPARATION	01	158.64
P24-00559	PAXTON PATTERSON LLC	MATTHEW MARSANGO-CLROOMS SUPPLIES 2023-24 SY	CAREER & TECHNICAL PREPARATION	01	259.53
P24-00560	RUSSELL SIGLER INC	CONFIRMING UNPAID REQ FROM 22-23 HVAC COIL ORDER	FACILITIES MAINTENANCE	01	2,307.47
P24-00561	SCHOOL SPECIALTY	PE EQUIPMENT	JOHN CABRILLO ELEMENTARY	01	1,213.34
P24-00562	PRECISION COMMUNICATIONS INC	0117-465 FKBK SECURITY IMPROVE - PROVIDE & INSTALL	FACILITIES SUPPORT SERVICES	21	35,712.60

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00563	JAMES L HARRIS PAINTING & DECO RATING INC	CP HUNTINGTON CC INTERIOR PAINTING	FACILITIES MAINTENANCE	01	12,800.00
P24-00564	STEWART SIGNS	UMOJA INT'L ACADEMY-MARQUEE REPLACEMENT COVER	FACILITIES MAINTENANCE	01	3,583.00
P24-00565	UNITED CALIFORNIA GLASS & DOOR	FURNISH & INSTALL TRANSPORTATION DOOR	FACILITIES MAINTENANCE	01	14,395.00
P24-00566	SAFETY CENTER INC	SCISSOR LIFT TRAINING	FACILITIES MAINTENANCE	01	7,350.00
P24-00567	CA DIVISION OF STATE ARCHITECT SRF FISCAL SERVICES	0327-401 SEQUOIA RESTROOM DSA PLAN/FIELD REVIEW	FACILITIES SUPPORT SERVICES	21	8,195.40
P24-00568	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	TREAT AS CONFIRMING-HAZARDOUS MTRL'S PERMIT	FACILITIES MAINTENANCE	01	4,077.00
P24-00569	US AIR CONDITIONING DISTRIBUTOR S LLC	UNPAID HVAC INVOICES FOR 2023-24SY	FACILITIES MAINTENANCE	01	2,245.85
P24-00570	PAPE MATERIAL HANDLING BOBCAT WEST	TRAILER REPAIR FOR LABOR SHOP 2023-24SY	FACILITIES MAINTENANCE	01	2,054.31
P24-00571	KLINE MUSIC INC	KLINE MUSIC VAPA (BRYAN STROH) 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	5,788.55
P24-00572	REGASGROUP INC	CONFIRMING FROM 22-23 SY ASBESTOS CLEARANCE @ CKM	FACILITIES MAINTENANCE	01	2,485.00
P24-00573	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	815.56
P24-00574	MACMILLAN HOLDINGS LLC	AP Government (late request CKM)	LIBRARY/TEXTBOOK SERVICES	01	7,930.51
P24-00575	AMAZON CAPITAL SERVICES	ANATOMY LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	423.69
P24-00576	DEMCO INC	Demco Textbook/Library Supplies	LIBRARY/TEXTBOOK SERVICES	01	554.14
P24-00577	CDW GOVERNMENT	MONITOR FOR NEW MATH TEACHER TAO 2023-24	AMERICAN LEGION HIGH SCHOOL	01	220.88
P24-00578	CDW GOVERNMENT	Collaborative North American-Google for Ed Renewal	TECHNOLOGY SERVICES	01	2,000.00
P24-00579	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	ANATOMY SUPPLIES 2023-24 SY	LUTHER BURBANK HIGH SCHOOL	01	91.18
P24-00580	FLINN SCIENTIFIC INC 33411	FLINN SCIENCE ORDER-BREWER 2023-24SY	AMERICAN LEGION HIGH SCHOOL	01	132.13
P24-00581	SP APPLICATIONS HOLING LLC SOL ID PROFESSOR	RENEWAL SOILDPROFESSOR SOFTWARE @ RHS	CAREER & TECHNICAL PREPARATION	01	5,000.00
P24-00582	FRANKLIN COVEY CLIENT SALES	LEADER IN ME MATERIALS	SUTTERVILLE ELEMENTARY SCHOOL	01	2,870.00
P24-00583	IXL LEARNING INC	IXL Site License	NEW TECH	09	1,562.50
P24-00584	CAPTURE TECHNOLOGIES INC	LUNCH ID CARD PRINTER SUPPLIES FOR N.S.	NUTRITION SERVICES DEPARTMENT	13	226.00
P24-00585	RJ COMMERCIAL FLOORING CO	CAPITOL COLLEGIATE FLOORING - RM 6	FACILITIES MAINTENANCE	01	17,815.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00586	VANDEN BOS ELECTRIC INC	0035-464 CAMELLIA TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	311,960.00
P24-00587	VANDEN BOS ELECTRIC INC	0110-464 E.PHILLIPS TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	288,860.00
P24-00588	BOCKMON & WOODY ELECTRIC	0510-464 CK MCCLATCHY TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	1,575,090.00
P24-00589	CA DIVISION OF STATE ARCHITECT SRF FISCAL SERVICES	0520-442 HJHS BASEBALL PLAN/FIELD REVIEW	FACILITIES SUPPORT SERVICES	21	40,178.71
P24-00590	CA DIVISION OF STATE ARCHITECT SRF FISCAL SERVICES	0520-433 HJHS STADIUM PLAN/FIELD REVIEW	FACILITIES SUPPORT SERVICES	21	29,891.43
P24-00591	BOCKMON & WOODY ELECTRIC	0520-464 HJHS TELECENTER CONSTRUCTION SERVICES	FACILITIES SUPPORT SERVICES	21	1,412,675.00
P24-00592	CENGAGE LEARNING	CENGAGE LEARNING - NAT.GEO INTRUCT. MAT.LICENSES.	MULTILINGUAL EDUCATION DEPT.	01	23,608.00
P24-00593	ODP BUSINESS SOLUTIONS LLC	YDSS CARTS/SUPPLIES	YOUTH DEVELOPMENT	01	643.67
P24-00594	KIDSBOOKS INC	KIDS BOOKS CAJAS DE CARTON (ZACHARY BRYANT)	JOHN F. KENNEDY HIGH SCHOOL	01	100.20
P24-00596	HEART BEAT	INSTRUCTIONAL/CPR CLASSES 2023-24	CHARLES A. JONES CAREER & ED	11	1,730.00
P24-00597	PLANETBIDS, LLC	WEB BASED ePROCUREMENT SUBSCRIPTION	PURCHASING SERVICES	01	10,150.00
P24-00598	BLUUM USA INC	Serna AV Equipment	TECHNOLOGY SERVICES	21	2,364.07
P24-00599	TROXELL COMMUNICATIONS INC	REPLACEMENT REMOTES-NEWLINE UNITS	HIRAM W. JOHNSON HIGH SCHOOL	01	598.13
P24-00600	CDW GOVERNMENT	CLASS TECHNOLOGY 23-24 SCHOOL YEAR	WASHINGTON ELEMENTARY SCHOOL	01	2,053.85
P24-00601	IXL LEARNING INC	Video Math Tutorials	THE MET	09	3,850.00
P24-00602	BULK BOOKSTORE	BOOKS FOR DORIS REESE	EARLY LEARNING & CARE PROGRAMS	12	3,437.63
P24-00603	COLIN D FULTON dba COTTON SHOP PE	T-Shirts	BOWLING GREEN ELEMENTARY	09	3,238.75
P24-00604	PACIFIC OFFICE AUTOMATION	MASTER ROLLS 23-24	BG CHACON ACADEMY	09	2,107.43
P24-00605	AMAZON CAPITAL SERVICES	PLAYGROUND EQUIPMENT	ROSA PARKS MIDDLE SCHOOL	01	400.05
P24-00606	AMS.NET INC	8 NEW IP PHONES FOR CKM	C. K. McCLATCHY HIGH SCHOOL	01	1,783.67
P24-00607	TROXELL COMMUNICATIONS INC	TV, SUR PROT, MOBILE STAND/ADPT-S. STEINBERG	CAREER & TECHNICAL PREPARATION	01	4,468.93
P24-00608	SCUSD - US BANK CAL CARD	UTM - H2O OFFICE FURNITURE	RISK MANAGEMENT	01	8,676.18

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00609	5-STAR STUDENTS LLC	5 STAR STUDENTS	JOHN F. KENNEDY HIGH SCHOOL	01	2,800.00
P24-00610	HOUGHTON MIFFLIN HARCOURT PUBL ISHING CO	INTO READING GRADE 2	BOWLING GREEN ELEMENTARY	09	5,581.22
P24-00611	EDUCATION JUSTICE LAW PC	SPED LEGAL FEES	ADMIN-LEGAL COUNSEL	01	7,000.00
P24-00612	CDW GOVERNMENT	WIRELESS LANS FOR INSTRUCTIONAL COMPUTERS	WILLIAM LAND ELEMENTARY	01	2,477.31
P24-00613	AMAZON CAPITAL SERVICES	FURNITURE DOLLY	ROSA PARKS MIDDLE SCHOOL	01	150.14
P24-00614	AMAZON CAPITAL SERVICES	DONGLES AND ADAPTERS FOR TEACHER CLASSROOM SET UP	MIWOK MIDDLE SCHOOL	01	332.60
P24-00615	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24	YOUTH DEVELOPMENT	01	11,001.63
P24-00616	POCKET NURSE	INSTRUCTIONAL_PHARM_D UAL-HEAD STETH	CHARLES A. JONES CAREER & ED	11	112.18
P24-00617	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00618	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00619	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00620	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00621	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00622	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	10,900.46
P24-00623	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00624	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00625	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	10,900.46
P24-00626	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00627	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00628	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00629	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24 SY	YOUTH DEVELOPMENT	01	10,900.46
P24-00630	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00631	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS2023-24SY	YOUTH DEVELOPMENT	01	11,001.63

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00632	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00633	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00634	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00635	LAKESHORE LEARNING MATERIALS	2023-24 EXPANDED LEARNING TK/K MATERIALS	YOUTH DEVELOPMENT	01	11,001.63
P24-00636	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00637	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24 SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00638	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00639	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00640	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	10,900.46
P24-00641	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00642	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	10,900.46
P24-00643	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00644	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00645	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00646	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00647	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00648	LAKESHORE LEARNING MATERIALS	EXPANDED LEARNING TK/K MATERIALS 2023-24SY	YOUTH DEVELOPMENT	01	11,001.63
P24-00649	BLICK ART MATERIALS LLC	SUPPLIES FOR ART CLASS	WILL C. WOOD MIDDLE SCHOOL	01	544.28
P24-00650	BIZON GROUP INC dba CONEXWEST	KINDER SENSORY GARDEN	BG CHACON ACADEMY	09	7,675.36
P24-00651	ACCO BRANDS USA LLC	LAMINATOR MAINTENANCE CONTRACT 2023-24	WILLIAM LAND ELEMENTARY	01	530.34
P24-00652	UNIVERSAL LIMOUSINE CO	FIELD TRIP-ROSEMONT 4/12/23	COUNSELING SERVICES	01	900.00
P24-00653	NATUREBRIDGE GGNRA	PARK REGISTRATION DEPOSIT/FEES	CAROLINE WENZEL ELEMENTARY	01	5,736.00
P24-00654	AMAZON CAPITAL SERVICES	Teaching Materials for Rm. 20	EARL WARREN ELEMENTARY SCHOOL	01	292.94
P24-00655	SCHOOL SPECIALTY	CLASSROOM CALCULATORS	LUTHER BURBANK HIGH SCHOOL	01	190.31
P24-00656	FLINN SCIENTIFIC INC 33411	FLINN SCIENCE ORDER DIGITAL 23 24	AMERICAN LEGION HIGH SCHOOL	01	355.79

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00657	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR ART CLASS 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	58.31
P24-00658	GREAT LAKES SPORTS	RECESS & PE EQUIPMENT	ETHEL I. BAKER ELEMENTARY	01	894.41
P24-00659	JASPAL SUPRA	Summer at City Hall Parking Reimbursement	YOUTH DEVELOPMENT	01	557.91
P24-00660	SACRAMENTO COUNTY OFFICE OF ED UCATION	SLY PARK EDUCATIONAL FIELD TRIP	ETHEL PHILLIPS ELEMENTARY	01	16,708.00
P24-00661	CALIFORNIA'S COALITION FOR ADE QUATE SCHOOL HOUSING	CASH MBRSHIP 2023-24SY	FACILITIES SUPPORT SERVICES	01	1,186.00
P24-00662	ACCESS CORP	ACCESS MANAGEMENT SHREDDING 2023/2024	JOHN F. KENNEDY HIGH SCHOOL	01	107.88
P24-00663	PACIFIC OFFICE AUTOMATION	RISO/CANON ANNUAL MAINT. CONTRACT	A. M. WINN - K-8	01	467.50
P24-00664	SCUSD - US BANK CAL CARD	CAL CARD JULY 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	204.64
P24-00665	SCUSD - US BANK CAL CARD	CAL CARD AUGUST 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	3,060.94
P24-00666	AIRGAS USA LLC	MFG_BOOKSTORE SUPPLIES_WELDING KITS	CHARLES A. JONES CAREER & ED	11	1,163.18
P24-00667	CDW GOVERNMENT	TREAT AS CONFIRMING - REF P23-04189	SPECIAL EDUCATION DEPARTMENT	01	4,146.75
P24-00668	GREATER SACRAMENTO LEAGUE CIF SAC-JOQUIN SECTION	LEAGUE ASSESSMENT (DUES) FY24 FOR TWO HIGH SCHOOL	EQUITY, ACCESS & EXCELLENCE	01	5,400.00
P24-00669	CDW GOVERNMENT	TREAT AS CONFIRMING - REF P23-01661	SPECIAL EDUCATION DEPARTMENT	01	541.58
P24-00670	CDW GOVERNMENT	TREAT AS CONFIRMING - P23-01461	SPECIAL EDUCATION DEPARTMENT	01	11,387.81
P24-00671	HAKUNA SERVICES INC dba DIMENS ION	EXPIRED SANITIZER DISPOSAL	NUTRITION SERVICES DEPARTMENT	01	952.24
				13	160.00
P24-00672	PREMIER FOOD SAFETY	FOOD HANDLER CERT. SCOTT SINGER @RHS	CAREER & TECHNICAL PREPARATION	01	417.00
P24-00673	PREMIER FOOD SAFETY	CERTIFICATION FOOD HANDLER-MARIA ELENA RASUL@ALHS	CAREER & TECHNICAL PREPARATION	01	556.00
P24-00674	PREMIER FOOD SAFETY	CERTIFICATION FOOD HANDLER-JULIE BURDICK@JFK	CAREER & TECHNICAL PREPARATION	01	892.50
P24-00675	NATUREBRIDGE GGNRA	DEPOSIT FOR 6TH GRADE SCIENCE CAMP (TWO CLASSES)	ALICE BIRNEY WALDORF - K-8	01	8,793.25
P24-00676	GBC GENERAL BINDING CORP	GBC LAMINATOR REPAIR - 2/9/2023	CAMELLIA BASIC ELEMENTARY	01	464.37
P24-00677	AAA GARMENTS & LETTERING INC	ADDITIONAL PE CLOTHES	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,363.96
P24-00678	APPLE INC	AV ADAPTER FOR STUDENT ACCESS TO INSTRUCTION	ENGINEERING AND SCIENCES HS	01	53.29

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00679	ERIC ARMIN INC dba EAI EDUCATI ON	DRY-ERASE BOARDS FOR MATH DEPT.	ENGINEERING AND SCIENCES HS	01	128.02
P24-00680	BOOKS EN MORE	THE READING WAREHOUSE	GEO WASHINGTON CARVER	09	1,804.08
P24-00681	BENCHMARK EDUCATION CO LLC	BENCHMARK EDUCATION COMPANY CONSUMABLES	NEW JOSEPH BONNHEIM	09	1,598.63
P24-00682	NSAV SOLUTIONS	NORTH STAR PROJECTOR LAMP #ELPLP42-N	JOHN BIDWELL ELEMENTARY	01	305.97
P24-00683	CDW GOVERNMENT	HEADPHONE 23-24	BG CHACON ACADEMY	09	1,223.44
P24-00684	ODP BUSINESS SOLUTIONS LLC	ODP ROLLING BRIEFCASE	HEALTH SERVICES	01	1,739.78
P24-00685	EVAN-MOOR CORP	DENISON-EVAN-MOOR	BG CHACON ACADEMY	09	94.53
P24-00686	PAR INC	PSYCHOLOGIST TEST KIT - MORGAN	SPECIAL EDUCATION DEPARTMENT	01	977.16
P24-00687	AMAZON CAPITAL SERVICES	ATTENDANCE 23-24 BLACK BACKPACKS	ENROLLMENT CENTER	01	712.80
P24-00688	AMAZON CAPITAL SERVICES	SAFETY SUPPORT	CAROLINE WENZEL ELEMENTARY	01	390.29
P24-00689	AMAZON CAPITAL SERVICES	WELLNESS JOURNAL	STUDENT SUPPORT&HEALTH SRVCS	01	1,520.00
P24-00690	PACIFIC OFFICE AUTOMATION	RISO COPIER MAINTENANCE	SAM BRANNAN MIDDLE SCHOOL	01	133.76
P24-00691	PRINTWORKS INC	PE UNIFORMS FOR STUDENTS 2023-24SY	FERN BACON MIDDLE SCHOOL	01	10,053.18
P24-00692	EPIC SPORTS INC	SPORT UNIFORMS 2023-24 SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,379.60
P24-00693	BLICK ART MATERIALS LLC	BASS WOOD- MAD PATHWAY@ JFK-E. VALADEZ	CAREER & TECHNICAL PREPARATION	01	878.27
P24-00694	OPTIMA INC dba MYWHITEBOARDS.COM	CALENDAR DECAL FOR WHITEBOARD 2023-24 SY	BUILDINGS & GROUNDS/OPERATIONS	01	247.09
P24-00695	SCHOOL SPECIALTY	DENISON-SCHOOL SPECIALTY 2023-24SY	BG CHACON ACADEMY	09	113.78
P24-00696	SCHOOL SPECIALTY	PE EQUIPMT PRCHS 21/22; UNPAID INVOICE	MARTIN L. KING JR ELEMENTARY	01	2,385.10
P24-00697	FISHER SCIENTIFIC CO	AP BIO/MOLECULAR BIO 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	2,166.09
P24-00698	GRAINGER INC	CARPET SPOT CLEANER FOR CUSTODIAL STAFF 2023-24SY	ENGINEERING AND SCIENCES HS	01	217.75
P24-00699	ROBOTZONE LLC	SUPPLIES FOR MaD PATHWAY E. VALADEZ@JFK	CAREER & TECHNICAL PREPARATION	01	1,268.51
P24-00700	AMAZON CAPITAL SERVICES	SCHOOL WIDE YOGA AND GARDEN MATERIALS	WASHINGTON ELEMENTARY SCHOOL	01	103.26
P24-00701	BOOKS EN MORE	INTER. LEVEL NOVELS-6TH GRADE	CAMELLIA BASIC ELEMENTARY	01	1,368.68
P24-00702	ROBERT E SMITH dba ALL AWARDS	BANNER FOR RENAMED SITE -UMOJA 2023-24SY	FACILITIES SUPPORT SERVICES	01	736.50
P24-00703	PITSCO INC	CONTROL/HUBS@JFK-ENGI NEERING E VALADEZ	CAREER & TECHNICAL PREPARATION	01	646.28
P24-00704	TMA LASER GROUP INC	SCIENCE CLASSROOM SUPPLIES 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	2,575.26

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00705	MARTY TATEISHI	CPSEL REIMBURSEMENT PROGRAM	HUMAN RESOURCE SERVICES	01	4,000.00
P24-00706	ALLISON OKUMURA dba PROPAGATE LLC	SUMMER - GARDEN SCIENCE & LIBRARY PROJECT	YOUTH DEVELOPMENT	01	995.76
P24-00707	THE HOME DEPOT PRO	AIR COMPRESSOR/HOSE- E. VALADEZ, MAD @JFK	CAREER & TECHNICAL PREPARATION	01	474.13
P24-00708	SACRAMENTO STAGE LIGHTING	SUMMIT STAGE LIGHTING 8/22/23	YOUTH DEVELOPMENT	01	2,030.00
P24-00709	MSC INDUSTRIAL SUPPLY CO	PARTS FOR MAD PATHWY- E. VALADEZ @ JFK	CAREER & TECHNICAL PREPARATION	01	484.79
P24-00710	JIGSAW LEARNING INC DBA TEACHT OWN	SUBSCRIPTION: PILOT STUDENT EQUITY PROPOSAL	SPECIAL EDUCATION DEPARTMENT	01	22,173.75
P24-00711	BIZON GROUP INC dba CONEXWEST	SPORTS ALTHLETICS BAND EQUIP 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	13,088.13
P24-00712	REXEL USA INC PLATT ELECTRIC SUPPLY	TOOLS FOR ELECTRIC SHOP / RECYCLE FUNDS	FACILITIES MAINTENANCE	01	3,956.37
P24-00713	THE HOME DEPOT PRO	TOOLS/ HOME DEPO / ELECTRIC SHOP /RECYCLE FUNDS	FACILITIES MAINTENANCE	01	2,087.91
P24-00714	THE HOME DEPOT PRO	TOOLS FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	2,877.85
P24-00715	FRONTLINE TECHNOLOGIES GROUP	FRONTLINE ESCAPE RENEWAL - BUSINESS SOL	TECHNOLOGY SERVICES	01	573,825.92
P24-00716	SOFTWARE 4 SCHOOLS	POS SYSTEM FOR SITE	WILL C. WOOD MIDDLE SCHOOL	01	1,408.78
P24-00717	LANDMARK MODERNIZATION CONTR d ba LANDMARK CONSTRUCTION	PORTABLE RE-BUILD - FRUITRIDGE ELEM	FACILITIES MAINTENANCE	01	32,436.00
P24-00718	MSI MECHANICAL SYS	EMERGENCY REPLACMENT 3.5TON SPLIT SYSTEM / SEQUOIA	FACILITIES MAINTENANCE	01	19,770.00
P24-00719	CITY OF SACRAMENTO COMMUNITY DEVELOPMENT	460 CHAVEZ/KEMBLE NEW SCHOOL-DEPT OF PUBLIC WORKS	FACILITIES SUPPORT SERVICES	21	33,600.00
P24-00720	CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT	0525-470 JFK BASEBALL DSA PLAN/FIELD FEE	FACILITIES SUPPORT SERVICES	21	49,500.00
P24-00721	ACCREDITING COMMISSION FOR SCH OOLS, WASC	WASC Accrediting	THE MET	09	1,190.00
P24-00722	THE SHADE CARE CO INC	TREE SERVICE @ CROCKER/RIVERSIDE ELEM	FACILITIES MAINTENANCE	01	1,980.00
P24-00723	BOOKS EN MORE	BOOKS FOR ENGLISH PROFESSIONAL DEVELOPMENT	ENGINEERING AND SCIENCES HS	01	56.89
P24-00724	BOOKS EN MORE	Danny Roller C&I Order	ACADEMIC OFFICE	01	1,287.06
P24-00725	AMAZON CAPITAL SERVICES	Attn: Suzie Vang, Room B2 - Diapers Myles R.P.	EARLY LEARNING & CARE PROGRAMS	12	68.78

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 27 of 30

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-00726	AMAZON CAPITAL SERVICES	10-POCKET DESK REFERENCE (KIMBERLY ASHCRAFT)	JOHN F. KENNEDY HIGH SCHOOL	01	56.69
P24-00727	ODP BUSINESS SOLUTIONS LLC	SPED CLASSROOM SUPPLIES	PONY EXPRESS ELEMENTARY SCHOOL	01	252.51
P24-00728	PACIFIC OFFICE AUTOMATION	RISO COPIER SUPPLIES	PACIFIC ELEMENTARY SCHOOL	01	646.56
P24-00729	FOLLETT SCHOOL SOLUTIONS	HARRP'S FRENCH AND ENGLISH DICTIONARY	JOHN F. KENNEDY HIGH SCHOOL	01	160.00
P24-00730	JACKI GLASPER	DOOR BELL FOR OFFICE AMAZON PURCHASE	SUCCESS ACADEMY	01	13.85
P24-00731	GLOBAL TEST SUPPLY LLC	TOOLS FOR ELECTRIC SHOP / RECYCLE FUNDS	FACILITIES MAINTENANCE	01	3,786.17
P24-00732	JACKI GLASPER	WALMART PURCHASE	SUCCESS ACADEMY	01	48.83
P24-00733	JAMESVILLE OFFICE FURNITURE	ADMIN AREA- OFFICE FURNITURE	GENEVIEVE DIDION ELEMENTARY	01	9,756.70
P24-00734	ALLIANCE REDWOODS CONF GROUNDS	FIELD TRIP 6TH GRADE ALLIANCE REDWOODS	FATHER K.B. KENNY - K-8	01	3,330.00
P24-00736	PLAYPOWER LT FARMINGTON INC	CONFIRMING /PAYMENT ONLY/ LDV PLAY EQPT	FACILITIES MAINTENANCE	01	4,623.15
P24-00737	PLAYPOWER LT FARMINGTON INC	CONFIRMING - LDV PLAYGROUND EQUIP	FACILITIES MAINTENANCE	01	3,531.20
P24-00738	SACRAMENTO COUNTY OFFICE OF ED	SCSBA DINNER MEETING	BOARD OF EDUCATION	01	75.00
P24-00752	KS TELECOM INC	0117-464 FKBK TELECENTER UPGRADE CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	334,840.00
P24-00967	JOHN F OTTO INC dba OTTO CONST RUCTION	0265-461 OAK RIDGE NEW SCHOOL - AMENDMENT 1/INC 1	FACILITIES SUPPORT SERVICES	21	8,387,644.00
P24-00968	VANDEN BOS ELECTRIC INC	0163-464 JCABRILLO TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	326,480.00
P24-00969	BOCKMON & WOODY ELECTRIC	0151-464 LDV TELECENTER CONSTRUCTION SERVICES	FACILITIES SUPPORT SERVICES	21	874,665.00
P24-00970	KS TELECOM INC	0148-464 LFLOYD TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	351,835.00
P24-00971	VANDEN BOS ELECTRIC INC	0142-464 H.PARK TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	288,860.00
P24-00972	KS TELECOM INC	0029-464 BRET HARTE TELECENTER CONSTRUCTION SVC	FACILITIES SUPPORT SERVICES	21	391,600.00
TB24-00007	FOLLETT SCHOOL SOLUTIONS	A.M. Winn (late) Waldorf book request	LIBRARY/TEXTBOOK SERVICES	01	152.07
TB24-00008	DISCOVERY EDUCATION	7th grade SS Workbooks	LIBRARY/TEXTBOOK SERVICES	01	2,175.00
TB24-00009	JAMIE YORK PRESS INC	Waldorf (late request AM Winn)	LIBRARY/TEXTBOOK SERVICES	01	33.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
Total Number of POs			630	Total	<u><u>28,963,130.21</u></u>

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	499	8,745,570.09
09	Charter School	31	76,128.08
11	Adult Education	9	5,162.33
12	Child Development	10	52,458.95
13	Cafeteria	35	1,308,690.40
21	Building Fund	47	18,775,120.36
		Total	<u><u>28,963,130.21</u></u>

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/15/2023 - 09/14/2023 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B24-00151	10,000.00	67-5800	Self Insurance/Other Contractual Expenses	5,000.00
B24-00187	6,000.00	61-4326	Cafeteria Enterprise Fund/Nutrition Ed/Paper Supplies	478.23
		61-4710	Cafeteria Enterprise Fund/Food	2,709.99
			Total PO B24-00187	3,188.22
B24-00196	20,000.00	13-5800	Cafeteria/Other Contractual Expenses	9,000.00
B24-00371	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B24-00383	10,000.00	01-5832	General Fund/Transportation-Field Trips	5,000.00
B24-00568	23,600.00	01-5690	General Fund/Other Contracts, Rents, Leases	7,751.33
B24-00603	51,624.06	01-5800	General Fund/Other Contractual Expenses	25,624.06
CHB24-00043	5,200.00	01-5610	General Fund/Equipment Rental	1,700.00
CHB24-00126	10,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CS22-00415	3,450.00	01-6170	General Fund/Land Improvement	390.00
CS23-00061	78,000.00	21-6210	Building Fund/Architect/Engineering Fees	523,640.00-
CS23-00071	71,849.14	01-6170	General Fund/Land Improvement	12,624.04
CS23-00135	6,255.00	01-6280	General Fund/Construction Testing	1,005.00
CS23-00227	36,162.50	01-5800	General Fund/Other Contractual Expenses	6,640.00
CS23-00255	71,579.06	13-5800	Cafeteria/Other Contractual Expenses	179.06
CS23-00423	30,713.00	01-5800	General Fund/Other Contractual Expenses	5,713.00
P23-03283	33,976.01	01-4110	General Fund/Approved Textbooks/Core Curric	23,316.00
P23-03574	2,843.74	01-4320	General Fund/Non-Instructional Materials/Su	428.21
P24-00027	708.60	09-5810	Charter School/Tickets/Fees/Regis.for Parents	229.55-
			Total PO Changes	414,310.63-

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

Meeting Date: November 2, 2023

Subject: Approve Minutes for the September 7, 2023 Regular Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes for the September 7, 2023, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the September 7, 2023, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Lisa Allen, Interim Superintendent Approved by: Lisa Allen, Interim Superintendent</p>
--



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

- Chinua Rhodes, President (Trustee Area 5)*
- Lavinia Grace Phillips, Vice President (Trustee Area 7)*
- Jasjit Singh, Second Vice President (Trustee Area 2)*
- Tara Jeane (Trustee Area 1)*
- Christina Pritchett (Trustee Area 3)*
- Jamee Villa (Trustee Area 4)*
- Taylor Kayatta (Trustee Area 6)*
- Liliana Miller Segura, Student Member*

Thursday, September 7, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

*Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824*

MINUTES

2023/24-4

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:30p.m.

Members Present:

- Member Rhodes*
- Member Kayatta*
- Member Singh*
- Member Pritchett*
- Member Jeane*

Members Absent:

- Member Villa*
- Student Board Member Segura*

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

No public comment

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:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)**

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023050758 and OAH Case No. 2023060987)

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)

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

3.4 Education Code 35146 – The Board will hear staff Recommendations on the following returning student expulsions from 22-23: Expulsion # 2 &3 2022/2023 Also DS out of Dist. (Mary Hardin Young and Stephan Brown)

3.5 Government Code 54957- Public Employee Appointment
a) Approve – Capital City Schools, Principal

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

President Rhodes called the meeting back to order at 6:38p.m.

4.1 *The Pledge of Allegiance was led by Board President Rhodes*

4.2 *Broadcast Statement by Student Board Member Liliana Miller Segura*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 3 announcements taken out of closed session:

- *The Board approved a special education settlement agreement identified as OAH case number 2023050758 by a vote of 6-0 with Member Villa absent.*
- *The Board approved a special education settlement agreement identified as OAH case number 2023060987 by a vote of 7-0.*
- *By a vote of 7 to 0, the appointment of Kelly Dunkley as Principal of Capital City Schools.*

6.0 AGENDA ADOPTION

President Rhodes stated that agenda item 12.1h will be removed due to the contract not being ready to take action. Member Villa made a motion to move with a second from President Rhodes. The Board adopted the agenda with the removal of agenda item 12.1h with a vote of 6-0 with Member Kayatta absent, and a student preferential yes vote.

7.0 PUBLIC COMMENT

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, 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.

*David Wong
Tiffany McBryde
Hanneé Peterman
Naima Peterman
Amber Moss
Shana Just
Renee Webster Hawkins
Jason Burke*

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- Nikki Milevsky shared that the year is off to a great start with SCTA ratifying the new wage agreement by over a 98% margin. Ms. Milevsky stated that the new bargaining team have established a climate of trust at the bargaining table that they expect to continue as they negotiate for 2023-24 and 2024-25. Ms. Milevsky shared that there remains to be issues that need to be addressed like, challenges with Special Education and the implementation of Community Schools with shared leadership and authentic engagement of our communities.*
- *SEIU- The Vice President of SEIU, read a statement on behalf of Karla Faucett. SEIU initiated negotiations to conduct a classifications and compensation study with the company EMS. It has been a process that has extended way beyond a reasonable timeframe. The issue arises from the lack of consistent communication between EMS and the HR department throughout this process. When this process first began, frequent meetings and follow ups were conducted, however, these updates have significantly dwindled and at times seem non-existent. Ms. Faucett has been sending regular emails to HR with little or no response. This situation leads them to believe that HR is in communication with EMS, but it appears that the union nor its leadership are being informed. SEIU members are disappointed, fatigued, and growing frustrated. Who would be eager to work for an employer that provides compensation well below the market value for its lowest*

paid workers? SEIU requests that the school Board urgently intervenes, and insists that HR works closely with EMS to expedite this process. SEIU asks the Board to treat this as an emergency, as this should have been resolved months ago.

- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 *District Advisory Committees:*

- *Community Advisory Committee- Renee Webster Hawkins shared that CAC is a group comprised primarily of parents, but it's been great to include educators and other community leaders who are concerned about our students with disabilities and the education that they're getting from the district. The committee meets every 3rd Tuesday of the month at 6pm. The meetings are not on the district calendar, and CAC has been asking for years to have dedicated admin support.*

- *District English Learner Advisory Committee-No update*
- *Local Control Accountability Plan/Parent Advisory Committee- Terrence Gladney and Conrad Crump shared that the committee has been working on how to make the LCAP approachable, and rethink the way the goals are written. The committee is focusing on root causes for things like, absenteeism and how to ensure kids are getting to school safely. With the root causes addressed, then they can look at and focus how to reverse chronic absenteeism. The committee's meetings are open to the public, and the more acknowledgement and awareness that exist in the community, the greater our voice can be and it can be more reflective of our school sites. Mr. Crump shared that the accessibility and the understanding of LCAP is important, because it is so complex, and would really mean a lot to parents and people within the community. It would allow parents and the community to know what's happening as it relates to the LCAP, and be more involved.*

- *Student Advisory Council-No update*
- *Black/African American Advisory Board- Conrad Crump shared that he is a proud product and parent of SCUSD. Mr. Crump highlighted the committee's work, like laying a solid foundation to allow the community and Board to be successful, working to grow and improve their partnership with the district, and increasing engagement with students, families, and within the community. Mr. Crump shared that the Board is continuing on this path and that they look forward to working with the Board members.*

9.0 SPECIAL PRESENTATION

9.1 Opening of Schools (Various Departments)

Staff shared information on summer school and expanded learning, construction, staffing, enrollment, summer professional learning, transitional kindergarten, student support and health services, safety, nutrition services, attendance, and communications.

*Public Comment:
No public comment*

*Board Comment:
Member Villa commented on loving the summer construction going on at the school sites. Member Villa inquired about enrollment numbers, and wanted to clarify if the number has increased over the past couple of year. Staff confirmed that last year the number was around 37,000, and this year it is 39,153. Member Villa loved the safety component which the Board had been requesting. Member Villa appreciates all the work that the Communications Team has been doing to ensure parents are informed of things happening throughout the district. Member Pritchett requested that staff work with our Student Board Member and the Student Advisory Council to get small sexual assault pamphlets distributed to the school sites. Member Pritchett wanted to confirm with staff if there is a plan in place or mock drill in place in the case of there ever being an active shooter on campuses. Member Singh directed a question to the social worker team, and asked what does a fully staffed social worker team look like? Staff shared that every campus gets at least one day a week of social worker support for students. Then, with the equity index, we base it on need which sites need additional days of support. The exception is for our dependent charter schools, who have to buy their services. If they do not allocate money for social worker support, then they wouldn't have that support at their specific site. Member Singh asked if there are any particular plans to close the vacancy gap within our underrepresented and underserved areas. Member Singh asked what was the enrollment goal at the start of the year, and what our enrollment number is, and where we are assuming our budget to be at. Member Singh asked Ray Lozado what are steps that can be shared, so we can continue to take a lens towards restorative justice within the safety framework, so we can lower expulsion and suspension rates, and keep kids in the classroom. Member Singh asked a question regarding the gang intervention individual that Mr. Lozado met with, and wanted to know*

if Mr. Lozado had any specific ideas on how that individual will work with students. Member Singh thanked Nutrition Services for all their work and saw the impact of the meals they served over the summer.

Student Board Member Segura shared that from a student perspective, they really appreciate all the work that staff have been putting in and the improvements that staff have made throughout the district.

Member Phillips wanted to learn more about the classified staff and the groups that our district is working with. Member Phillips wanted to confirm that the weapon's protection unit was mobile. Member Phillips was curious to know if the district was augmenting or updating mandated reporter training, and the way we respond to when to report a suspicion of child abuse or neglect. Member Phillips would really like to see us as a district making an informed decision in making that call.

9.2 *Council of Great City Schools Review
(Cancy McArn)*

Cancy McArn and Council of Great City Schools staff went over the Human Resources profile, goals, and objectives as well as rationale for the CGCS audit. Then, Council for Great City School staff went over a presentation of the CGCS report and recommendations, steps taken since the CGCS review, and moving forward on our continuous improvement journey.

*Public Comment:
No public comment*

*Board Comments:
Member Jeane shared that she is really excited, because one of the loudest things that come through in a lot of the conversations Member Jeane has with the community and emails received, comes through everything that was mentioned in the presentation (i.e. the miscommunication, misunderstandings, and delays). As an educator, Member Jeane shared that being a teacher in the educational system and knowing that she's doing her best, and the system is sometimes getting in the way of her feeling successful, is one of the most frustrating parts of the job. Member Jeane thanked staff for being there and having the courage to stand, and look at what we are already doing well, and know what we need to improve on, and now having have a roadmap and clarity to make changes. Member Singh thanked staff for the presentation, and appreciates that staff have already started implementing the findings to create change within the department and the district.*

Member Villa shared that it's hard to hear when you have a deficit or negative feedback regarding a department or team, especially, when you know that you show up every day and work so hard. Member Villa shared that the data keeps sticking out to her and that without data, how do you make change? Now that the staff have the data and roadmap in place, change can be made which will have a huge impact on our district.

Member Pritchett thanked the Counsel for Great City Schools staff for their evaluation and the great work they have done. Member Pritchett shared that the Board knows how hard staff work, and knows how hard it is to hear this type of feedback. Member Pritchett shared that staff are doing an amazing job, and now with the roadmap in place, staff can work on doing an even greater job, and to create the roadmap together.

Member Phillips shared that she appreciates all the hard work that staff have done. Member Phillips shared, not only does the Board need all the staff, but the staff need the Board as well. Member Phillips shared that the Board is looking at a group of people who have exemplified cooperation, collaborative, hard work, and introspection, and wants the Board to recognize that when the Board makes changes as a unit, they are doing it for our staff. Member Phillips is ready to see the change not only in staff, but amongst the Board as well. Member Phillips shared that this is not just a job, but a commitment, and a love for what the staff does, and wants the Board to recognize that is what this represents, and what she looks forward to representing as a governing Board.

9.3 *Approve Resolution No. 3341: Recognition of National Attendance Awareness Month, September 2023 (Jennifer Kretschman)*

O'Neil Sanchez presented the resolution for National Attendance Awareness Month. Mr. Sanchez shared that his department's goal has always been to reduce chronic absences by improving student engagement. Mr. Sanchez shared the SCUSD attendance rate for the first week of school, the highest attendance at specific sites, and resources and tools to engage students to come to school. He shared information on the upcoming Attendance Awareness Month event taking place at Ethel I. Baker (which changed to the Serna Center). Lastly, Mr. Sanchez read the National Attendance Awareness Month resolution.

*Public Comment:
No public comment*

Board Comments:

Superintendent Allen shared that this is O'Neil's last Board meeting, and shared how thankful she was for O'Neil's work within the district and the impact he has had in the community and for our families.

The Board voted 6-0 with Member Kayatta absent, and a student preferential yes vote.

10.0 PUBLIC HEARING

10.1 Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the Sacramento Teachers Association (Jesse Castillo)

Jesse Castillo went over the key provisions of the SCUSD and SCTA agreement, the AB1200 fiscal impact, and multi-year projections.

Public Comment:

No public comment

Board comment:

Member Jeane wanted to address the substantial shift that we are feeling in the district from all ends. When you look at the work that was done in August to come to this agreement, it's really exciting to see us come to an agreement in a positive and productive manner without the threat of the negativity. The community is feeling the shift, and it's exciting to continue the work that we are doing here throughout the district.

Member Phillips made a motion to move with a second from Member Rhodes. The Board voted 6-0 with Member Kayatta absent, and a student preferential yes vote.

10.2 SCUSD SELPA Local Plan (Geovanni Linares)

Geovanni Linares shared the SCUSD SELPA local plan background, and local plan sections A-E which include contracts and services, governance and administration, annual assurances support plan, annual budget, and annual services. Mr. Linares shared that this evening we are reviewing sections A, D, and E.

Public Comment:

No public comment

Board Comments:

Member Villa shared that she knows this is a robust program and she appreciates Mr. Linares taking the time

to explain it to the Board and community. Member Villa knows that Section E is a crucial part of what she sees personally. Member Villa appreciates all the work being done and thanked Mr. Linares for explaining the work being done.

Member Villa made a motion to move with a second from Member Jeane. The Board voted 5-0 with Member Kayatta and Member Pritchett absent, and a student preferential yes vote.

11.0 COMMUNICATIONS

11.1 Interim Superintendent's Report (Lisa Allen)

Superintendent Allen welcomed all the students back for the 2023-24 school year. You Can will be hosting the Historical Black College Fair on Wednesday, September 13th at Luther Burbank High School from 9am-12pm. On Saturday, September 23rd from 9am-12pm at Hiram Johnson High School, there will be a College and Career Fair. Superintendent Allen shared that this is Bob Lyon's last Board meeting and thanked him for all the great work he has done for the district.

11.2 President's Report (Chinua Rhodes)

No President Report

11.3 Information Sharing by Board Members

Student Board Member Segura shared that students are preparing for the school year, and is excited for what is to come. Member Segura shared that she is hoping to increase communication among the student body at each school site campus. Member Segura shared that a lot of students are unaware of what the Board does, and what is approved by the Board, so Member Segura is hoping to bridge that gap. The Student Advisory Council had their first official meeting yesterday, so everyone should be getting to know everyone on the council soon, because they will be coming to introduce themselves to the Board.

Member Villa shared that last night Rocklin Unified School District voted to require teachers to notify parents if their child requests to be identified as anything other than their biological sex with a vote of 4-1. Member Villa wanted to thank Trustee Michelle Sutherland for her vote against the policy. Member Villa and Member Kayatta wanted to address this tonight, and share that this vote was unconstitutional and dangerous to our students and staff. Member Villa wanted to thank the SCUSD Board and staff that protects all of our students.

Member Phillips wanted to congratulate the people at PS7 on Strawberry Lane for the groundbreaking and renovations at that particular school site.

12.0 CONSENT AGENDA

Action
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.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Jesse Castillo)

12.1b Approve Personnel Transactions (Cancy McArn)

12.1c Approve Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of June 1-30, 2022, and July 1-31, 2022 (Jesse Castillo)

12.1d Approve Donations to the District for the Period of June 1-30 and July 1- 31, 2022 (Jesse Castillo)

12.1e Approve PO Board Report Period of May 15, 2022, through June 14, 2022, and June 15, 2022 through July 14, 2022 (Jesse Castillo)

12.1f Approve Staff Recommendations for returning Expulsions, # 2 and 3 2022/2023 also DS out of Dist. (Mary Hardin Young and Stephan Brown)

12.1g Approve Minutes of the August 17, 2023, Board of Education Meeting (Lisa Allen)

12.1h Approve BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN Independent Monitor Services Contract (Yvonne Wright)

12.1i Approve of CIF Form to Record District and/or School Representatives to Leagues (David Parsh)

12.1j Approve Carla Galbraith, Interim Director, Adult Education, as one of Sacramento City Unified School District's Official Representatives to the Capital Adult Education Regional Consortium (Yvonne Wright)

Member Rhodes made a motion to approve the consent agenda with a second from Member Singh. The Board voted 5-0 with Member Kayatta and Member Pritchett absent, and a student preferential yes vote.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *September 21, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ *October 3, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

14.0 ADJOURNMENT

The meeting adjourned at 9:23 p.m.

Lisa Allen, Interim 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 will be available on the district's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

Meeting Date: November 2, 2023

Subject: Approve Staff Recommendations for Expulsion # 1 and #2 2023-2024

- 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 Expulsions # 1, & 2 (2023-2024)

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: Stephan Brown, David Van Natten, Director III

Approved by: Lisa Interim, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.m

Meeting Date: November 2, 2023

Subject: Approve Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc.

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

Division: Facilities Support Services

Recommendation: Approve Resolution No. 3366, to authorize and approve a contract between the district and Efficient Lighting Design, Inc. using Government Code 4217.10 *et seq.*

Background/Rationale:

Government Code section 4217.10 *et seq.* allows public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a public hearing held at a regularly scheduled Board meeting. In addition, the governing body must determine that the anticipated cost to the District for the energy generating facility under the energy service contract will be less than the anticipated cost to the District of electrical energy costs that would have been consumed by the District in the absence of this purchase.

District staff seeks to enter into an energy service contract with Efficient Lighting Design, Inc. ("Provider"), where Provider proposes to design, install, and implement certain energy conservation measures on a District-wide basis including, without limitation, work involving LED lighting retrofitting at various sites ("Project").

Before entering into an energy service contract, Government Code section 4217.12 requires the Board to hold a public hearing at its regularly scheduled Board meeting to determine whether the Project and the proposed energy service contract is in the best interests of the District. The energy cost savings analysis for the Project, provided by Provider and reviewed by District staff, shows that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District if such Project was not completed. As required by statute, on October 16, 2023, at least two weeks prior to the regularly scheduled public meeting, District staff posted the notice of its intent to conduct a public hearing.

The purpose of this agenda item is for the Board to conduct a public hearing to provide an opportunity for public comment on the proposed Project and on the question of the District entering into an Energy Service Contract.

Additionally, this agenda item is for the Board to consider adoption of Resolution No. 3366 to make required findings and approve an agreement with Efficient Lighting Design, Inc. ("Provider") to implement certain energy conservation measures by installing lighting retrofitting (collectively, "Project") using an energy service contract ("Contract") pursuant to Government Code section 4217.10 *et seq.*

In accordance with Government Code section 4217.12, the Resolution finds that, based on available information, the cost of the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Financial Considerations: Measure H funding; \$2,330,853

LCAP Goal(s): Safe, Physically and Emotionally Healthy Learning Environment, Maximize Organization Processes as Effectively and Efficiently as Possible.

Documents Attached:

1. Exhibit 1 – Exhibit 4 provided under agenda item 10.8
2. Resolution No. 3366 – Authorization and approve energy service contract

Estimated Time of Presentation: N/A

Submitted by: Chris Ralston, Director III, Facilities Management

Approved by: Lisa Allen, Interim Superintendent

RESOLUTION NO. 3366
OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT TO AUTHORIZE AND APPROVE ENERGY SERVICES CONTRACT
WITH EFFICIENT LIGHTING DESIGN, INC.

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by constructing a lighting retrofit ("Project") at multiple District campuses and properties ("Premises");

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility," an "energy conservation facility" includes "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, based on qualifications and overall proposed Project cost and cost-savings, among other factors, the District has selected Efficient Lighting Design, inc. ("Provider") to perform and complete the Project pursuant to an energy services contract ("Contract");

WHEREAS, at the November 2, 2023, Board meeting, Provider represented that Provider's provision of the Project on the Premises will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District attached as **Exhibit 1** and made part hereof by this reference ("Analysis");

WHEREAS, in accordance with Government Code section 4217.12, on October 12, 2023, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on November 2, 2023, has held the public hearing and provided an opportunity for public comment on the Project;

WHEREAS, based on the Analysis by Provider, the anticipated cost to the District for the energy or conservation services provided by the energy conservation Project under the Contract will be less than the anticipated marginal cost to the District of the electrical or other energy that would have been consumed by the District in the absence of the Project; and

WHEREAS, the District desires to enter into the Contract with Provider, through which Provider would construct and install the Project pursuant to the terms and conditions of the Contract, a copy of which is attached hereto as **Exhibit 2**.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to the data provided in the Analysis, the Board hereby determines that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Section 4. That the Contract with Provider, in substantially the form attached hereto as **Exhibit 2**, is hereby approved.

Section 5. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

PASSED AND ADOPTED this 2 day of November, 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ATTEST:

SIGNED:

Lisa Allen
Interim Superintendent

Chinua Rhodes
President, Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 14.1

Meeting Date: November 2, 2023

Subject: Business and Financial Information: Enrollment and Attendance Report,
Month 1, Ending September 22, 2023

- 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 1, Ending Friday,
September 22, 2023

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

- Enrollment and Attendance Report for Month 1, Ending Friday, September 22, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6			2023-2024 Actual Attendance	Cum Attd Days /16 2023-2024	PERCENTAGE 2023-2024
A M Winn Elementary K-8 Waldorf	38	105	131	20	294	94.56%	279.06	94.56%
Abraham Lincoln El	61	208	241	1	511	93.66%	472.13	93.66%
Alice Birney Waldorf-Inspired K8	47	135	169	3	354	95.81%	340.00	95.81%
Bret Harte Elementary	28	70	51	33	182	93.38%	146.25	93.38%
Caleb Greenwood	68	203	223	2	496	96.84%	473.31	96.84%
Camellia Basic Elementary	47	135	149	13	344	97.30%	335.13	97.30%
Capital City School	6	31	60	0	97	99.62%	98.75	99.62%
Caroline Wenzel Elementary	38	77	83	12	210	91.55%	205.19	91.55%
Cesar Chavez ES	0	0	361	18	379	94.40%	349.94	94.40%
Crocker/Riverside Elementary	82	284	271	1	638	96.66%	605.06	96.66%
David Lubin Elementary	54	184	176	24	438	95.08%	412.13	95.08%
Earl Warren Elementary	49	159	179	8	395	95.34%	371.75	95.34%
Edward Kemble Elementary	96	335	0	15	446	94.18%	415.31	94.18%
Elder Creek Elementary	78	312	335	6	731	95.15%	683.63	95.15%
Ethel I Baker Elementary	72	270	256	2	600	93.25%	542.75	93.25%
Ethel Phillips Elementary	48	188	175	9	420	93.62%	389.50	93.62%
Father Keith B Kenny K-6 School	25	84	112	21	242	89.98%	218.31	89.98%
Genevieve Didion Elementary	67	204	199	5	475	96.50%	462.38	96.50%
Golden Empire Elementary	48	187	185	4	424	95.57%	411.56	95.57%
H W Harkness Elementary	35	90	125	6	256	94.84%	242.19	94.84%
Hollywood Park Elementary	25	75	100	40	240	94.01%	223.50	94.01%
Home/Hospital	12	9	28	0	49	100.00%	11.00	100.00%
Hubert H. Bancroft Elementary	48	156	153	18	375	93.07%	342.44	93.07%
Isador Cohen Elementary	40	136	98	26	300	93.43%	287.75	93.43%
James W Marshall Elementary	48	126	137	29	340	95.63%	321.56	95.63%
John Bidwell Elementary	31	118	98	14	261	94.23%	243.88	94.23%
John Cabrillo Elementary	56	123	123	35	337	92.78%	309.25	92.78%
John D Sloat Elementary	28	70	94	18	210	93.31%	197.00	93.31%
John H. Still K-8	60	159	211	2	432	92.70%	395.50	92.70%
John Morse Therapeutic Center	0	0	0	3	3	93.75%	2.81	93.75%
Leataata Floyd Elementary	23	96	94	2	215	88.53%	186.69	88.53%
Leonardo da Vinci K - 8 School	96	287	294	18	695	96.30%	668.31	96.30%
Mark Twain Elementary	24	85	99	24	232	93.29%	219.81	93.29%
Martin Luther King Jr Elementary	48	122	109	26	305	94.29%	266.06	94.29%
Matsuyama Elementary	51	170	209	7	437	96.46%	424.50	96.46%
Nicholas Elementary	58	201	214	6	479	92.96%	448.69	92.96%
O W Erlewine Elementary	37	93	126	22	278	93.27%	246.75	93.27%
Oak Ridge Elementary	49	173	197	2	421	91.67%	388.56	91.67%
Pacific Elementary	80	255	287	5	627	94.34%	583.50	94.34%
Parkway Elementary School	62	164	184	21	431	88.96%	395.69	88.96%
Phoebe A Hearst Elementary	89	285	282	1	657	96.70%	636.75	96.70%
Pony Express Elementary	31	138	165	15	349	95.95%	333.06	95.95%
Rosa Parks K-8 School	35	138	129	15	317	92.46%	288.94	92.46%
Sequoia Elementary	59	169	159	24	411	92.70%	375.44	92.70%
Success Academy K-8	0	0	3	0	3	85.42%	2.56	85.42%
Susan B Anthony Elementary	36	140	118	2	296	95.62%	282.25	95.62%
Sutterville Elementary	39	145	191	6	381	95.65%	364.00	95.65%
Suy:u Elementary	47	157	168	18	390	93.70%	359.63	93.70%
Tahoe Elementary	41	108	98	32	279	91.96%	253.75	91.96%
Theodore Judah Elementary	50	166	175	14	405	94.85%	389.00	94.85%
Washington Elementary	42	130	113	15	300	92.78%	272.38	92.78%
William Land Elementary	48	140	142	0	330	95.09%	319.50	95.09%
Woodbine Elementary	34	112	96	22	264	92.15%	242.00	92.15%
TOTAL ELEMENTARY SCHOOLS	2,414	7,707	8,175	685	18,981	94.30%	17,736.81	94.30%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2023-2024 Actual Attendance	Cum Attd Days/16	PERCENTAGE 2023-2024
						2023-2024		
A M Winn Elementary K-8 Waldorf	36	33	69	2	71	90.67%	64.38	90.67%
Albert Einstein MS	287	311	598	14	612	94.77%	579.88	94.77%
Alice Birney Waldorf-Inspired K8	46	55	101	1	102	95.86%	98.31	95.86%
California MS	333	404	737	17	754	93.57%	706.13	93.57%
Capital City School	27	33	60	0	60	88.61%	51.56	88.61%
Fern Bacon MS	305	319	624	31	655	92.88%	604.31	92.88%
Genevieve Didion Elementary	57	58	115	0	115	97.77%	112.44	97.77%
Home/Hospital	16	19	35	0	35	100.00%	7.81	100.00%
John H. Still K-8	135	143	278	12	290	93.37%	270.19	93.37%
John Morse Therapeutic Center	0	0	0	13	13	83.02%	11.00	83.02%
Leonardo da Vinci K - 8 School	58	42	100	11	111	95.63%	105.44	95.63%
Miwok MS	641	526	1,167	16	1,183	95.47%	1128.50	95.47%
Rosa Parks K-8 School	198	208	406	17	423	91.51%	386.19	91.51%
Sam Brannan MS	176	164	340	39	379	91.62%	345.63	91.62%
School of Engineering and Science	123	114	237	2	239	94.67%	226.50	94.67%
Success Academy K-8	2	1	3	0	3	81.97%	3.13	81.97%
Umoja International Academy	132	161	293	11	304	91.21%	277.63	91.21%
Will C Wood MS	312	308	620	41	661	93.34%	613.44	93.34%
TOTAL MIDDLE SCHOOLS	2,884	2,899	5,783	227	6,010	93.66%	5,592.44	93.66%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	GENERAL EDUCATION					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2023-2024 Actual Attendance	Cum Attd Days/16
	American Legion HS	121	0	0	0				0	121	0
Arthur A. Benjamin Health Prof	0	40	38	36	49	163	24	187	89.96%	167.94	89.96%
C K McClatchy HS	0	656	629	613	520	2,418	33	2,451	94.48%	2317.13	94.48%
Capital City School	0	26	39	37	87	189	0	189	92.00%	170.44	92.00%
Hiram W Johnson HS	0	361	387	371	373	1,492	105	1,597	90.67%	1435.88	90.67%
Home/Hospital	0	12	18	22	12	64	0	64	100.00%	14.50	100.00%
John F Kennedy HS	0	412	415	400	480	1,707	120	1,827	93.79%	1698.88	93.79%
Luther Burbank HS	0	366	346	379	369	1,460	101	1,561	91.67%	1426.06	91.67%
Rosemont HS	0	357	343	365	347	1,412	102	1,514	92.63%	1381.63	92.63%
School of Engineering and Science	0	74	89	69	58	290	0	290	95.73%	278.63	95.73%
Umoja International Academy	0	54	43	47	38	182	1	183	95.26%	174.69	95.26%
West Campus HS	0	236	221	212	200	869	7	876	97.34%	853.31	97.34%
TOTAL HIGH SCHOOLS	121	2,594	2,568	2,551	2,533	10,367	493	10,860	93.13%	10,036.65	93.13%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2023-2024 Actual Attendance	Cum Attd Days/16	PERCENTAGE 2023-2024
			2023-2024	
ELEMENTARY	18,981	94.30%	17,737	94.30%
MIDDLE	6,010	93.66%	5,592	93.66%
HIGH SCHOOL	10,860	93.13%	10,037	93.13%
TOTAL ALL DISTRICT SEGMENTS	35,851	93.84%	33,366	93.84%

Total Non-Public Schools as of 9/18/23	232
---	-----

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 CHARTER SCHOOLS

2023-2024 DEPENDENT CHARTER SCHOOLS	GENERAL EDUCATION					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			2023-2024 Actual Attendance	2023-2024	PERCENTAGE 2023-2024
Bowling Green McCoy	48	159	169	0	0	6	382	95.00%	363.13	95.00%
Bowling Green-Chacon	47	134	133	0	0	6	320	95.59%	306.25	95.59%
George W. Carver SAS	0	0	0	0	173	7	180	91.38%	169.00	91.38%
New Joseph Bonnheim Charter	24	97	110	0	0	3	234	94.35%	218.31	94.35%
New Tech High	0	0	0	0	148	1	149	93.87%	136.06	93.87%
The Met High School	0	0	0	0	214	4	218	93.16%	202.75	93.16%
TOTAL DEPENDENT CHARTER SCHOOLS	119	390	412	0	535	27	1,483	94.19%	1,395.50	94.19%

2023-2024 INDEPENDENT CHARTER SCHOOLS	GENERAL EDUCATION					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			2022-2023 Actual Attendance	2022-2023	PERCENTAGE 2022-2023
Aspire Capitol Heights Academy	24	69	65	49	0	0	207	92.87%	181.15	92.87%
CA Montessori Project Capitol Campus	72	123	123	41	0	0	359	82.16%	294.94	82.16%
Capitol Collegiate Academy	47	120	166	88	0	0	421	96.64%	400.83	96.64%
Growth Public Schools	56	122	86	19	0	0	283	95.62%	272.33	95.62%
Language Academy	88	198	198	131	0	0	615	96.92%	594.34	96.92%
PS 7 Elementary	74	168	162	142		0	546	90.99%	489.24	90.99%
Sacramento Charter HS	0	0	0	0	352	0	352	94.58%	330.47	94.58%
SAVA	0	0	0	50	577	0	627	93.35%	551.67	93.35%
Sol Aureus College Preparatory	28	102	139	70	0	0	339	70.24%	235.06	70.24%
Yav Pem Suab Academy	92	171	204	0	0	0	467	93.39%	435.63	93.39%
TOTAL INDEPENDENT CHARTER SCHOOLS	481	1,073	1,143	590	929	-	4,216	90.68%	3,785.66	90.68%

TOTAL CHARTER SCHOOLS	600	1,463	1,555	590	1,464	27	5,699	92.43%	5,181.15	92.43%
------------------------------	------------	--------------	--------------	------------	--------------	-----------	--------------	---------------	-----------------	---------------

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2023-2024 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	192	0	22,973.50	22,973.50	0	43.76	43.76
Charles A. Jones Career & Education Center	298	0	23,327.40	23,327.40	0	44.43	44.43
TOTAL ADULT EDUCATION	490	0	46,300.90	46,300.90	0	88.19	88.19

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL GENERAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	38	33	36	36	49	32	50	274
Abraham Lincoln El	61	71	70	67	78	77	86	510
Alice Birney Waldorf-Inspired K8	47	40	47	48	58	61	50	351
Bret Harte Elementary	28	23	24	23	11	19	21	149
Caleb Greenwood	68	58	81	64	71	84	68	494
Camellia Basic Elementary	47	48	43	44	41	53	55	331
Capital City School	6	13	7	11	16	17	27	97
Caroline Wenzel Elementary	38	25	27	25	27	30	26	198
Cesar Chavez ES	0	0	0	0	127	114	120	361
Crocker/Riverside Elementary	82	96	90	98	97	83	91	637
David Lubin Elementary	54	47	67	70	51	62	63	414
Earl Warren Elementary	49	48	50	61	59	64	56	387
Edward Kemble Elementary	96	99	119	117	0	0	0	431
Elder Creek Elementary	78	102	100	110	110	117	108	725
Ethel I Baker Elementary	72	92	91	87	98	73	85	598
Ethel Phillips Elementary	48	70	55	63	63	58	54	411
Father Keith B Kenny K-8 School	25	27	34	23	34	44	34	221
Genevieve Didion Elementary	67	69	65	70	66	66	67	470
Golden Empire Elementary	48	64	55	68	60	65	60	420
H W Harkness Elementary	35	39	24	27	39	42	44	250
Hollywood Park Elementary	25	21	35	19	26	33	41	200
Home/Hospital	12	3	2	4	7	11	10	49
Hubert H. Bancroft Elementary	48	45	61	50	64	48	41	357
Isador Cohen Elementary	40	41	47	48	32	33	33	274
James W Marshall Elementary	48	41	46	39	41	55	41	311
John Bidwell Elementary	31	34	37	47	37	29	32	247
John Cabrillo Elementary	56	48	35	40	43	38	42	302
John D Sloat Elementary	28	30	24	16	38	28	28	192
John H. Still K-8	60	48	56	55	64	83	64	430
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	23	25	36	35	32	24	38	213
Leonardo da Vinci K - 8 School	96	96	95	96	97	99	98	677
Mark Twain Elementary	24	23	32	30	33	33	33	208
Martin Luther King Jr Elementary	48	45	38	39	50	28	31	279
Matsuyama Elementary	51	49	65	56	68	64	77	430
Nicholas Elementary	58	62	68	71	65	80	69	473
O W Erlewine Elementary	37	25	35	33	34	44	48	256
Oak Ridge Elementary	49	48	66	59	70	67	60	419
Pacific Elementary	80	83	95	77	97	81	109	622
Parkway Elementary School	62	67	47	50	67	64	53	410
Peter Burnett Elementary	89	96	93	96	96	96	90	656
Phoebe A Hearst Elementary	31	43	47	48	52	56	57	334
Pony Express Elementary	35	38	45	55	41	37	51	302
Rosa Parks K-8 School	59	57	54	58	46	63	50	387
Sequoia Elementary	0	0	0	0	0	0	3	3
Success Academy K-8	36	43	54	43	39	42	37	294
Susan B Anthony Elementary	39	45	47	53	67	62	62	375
Sutterville Elementary	47	48	50	59	55	56	57	372
Tahoe Elementary	41	50	31	27	37	32	29	247
Theodore Judah Elementary	50	67	50	49	54	58	63	391
Washington Elementary	42	35	47	48	47	33	33	285
William Land Elementary	48	47	45	48	39	55	48	330
Woodbine Elementary	34	35	37	40	37	32	27	242
TOTAL	2,414	2,502	2,605	2,600	2,730	2,725	2,720	18,296

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	294	257	4,465	4,722	94.56%
Abraham Lincoln EI	511	511	7,554	8,065	93.66%
Alice Birney Waldorf-Inspired K8	354	238	5,440	5,678	95.81%
Bret Harte Elementary	182	166	2,340	2,506	93.38%
Caleb Greenwood	496	247	7,573	7,820	96.84%
Camellia Basic Elementary	344	149	5,362	5,511	97.30%
Capital City School	97	6	1,580	1,586	99.62%
Caroline Wenzel Elementary	210	303	3,283	3,586	91.55%
Cesar Chavez ES	379	332	5,599	5,931	94.40%
Crocker/Riverside Elementary	638	335	9,681	10,016	96.66%
David Lubin Elementary	438	341	6,594	6,935	95.08%
Earl Warren Elementary	395	291	5,948	6,239	95.34%
Edward Kemble Elementary	446	411	6,645	7,056	94.18%
Elder Creek Elementary	731	557	10,938	11,495	95.15%
Ethel I Baker Elementary	600	629	8,684	9,313	93.25%
Ethel Phillips Elementary	420	425	6,232	6,657	93.62%
Father Keith B Kenny K-6 School	242	389	3,493	3,882	89.98%
Genevieve Didion Elementary	475	268	7,398	7,666	96.50%
Golden Empire Elementary	424	305	6,585	6,890	95.57%
H W Harkness Elementary	256	211	3,875	4,086	94.84%
Hollywood Park Elementary	240	228	3,576	3,804	94.01%
Home/Hospital	49	0	176	176	100.00%
Hubert H. Bancroft Elementary	375	408	5,479	5,887	93.07%
Isador Cohen Elementary	300	324	4,604	4,928	93.43%
James W Marshall Elementary	340	235	5,145	5,380	95.63%
John Bidwell Elementary	261	239	3,902	4,141	94.23%
John Cabrillo Elementary	337	385	4,948	5,333	92.78%
John D Sloat Elementary	210	226	3,152	3,378	93.31%
John H. Still K-8	432	498	6,328	6,826	92.70%
John Morse Therapeutic Center	3	3	45	48	93.75%
Leataata Floyd Elementary	215	387	2,987	3,374	88.53%
Leonardo da Vinci K - 8 School	695	411	10,693	11,104	96.30%
Mark Twain Elementary	232	253	3,517	3,770	93.29%
Martin Luther King Jr Elementary	305	258	4,257	4,515	94.29%
Matsuyama Elementary	437	249	6,792	7,041	96.46%
Nicholas Elementary	479	544	7,179	7,723	92.96%
O W Erlewine Elementary	278	285	3,948	4,233	93.27%
Oak Ridge Elementary	421	565	6,217	6,782	91.67%
Pacific Elementary	627	560	9,336	9,896	94.34%
Parkway Elementary School	431	786	6,331	7,117	88.96%
Phoebe A Hearst Elementary	657	348	10,188	10,536	96.70%
Pony Express Elementary	349	225	5,329	5,554	95.95%
Rosa Parks K-8 School	317	377	4,623	5,000	92.46%
Sequoia Elementary	411	473	6,007	6,480	92.70%
Success Academy K-8	3	7	41	48	85.42%
Susan B Anthony Elementary	296	207	4,516	4,723	95.62%
Sutterville Elementary	381	265	5,824	6,089	95.65%
Suy:u Elementary	390	387	5,754	6,141	93.70%
Tahoe Elementary	279	355	4,060	4,415	91.96%
Theodore Judah Elementary	405	338	6,224	6,562	94.85%
Washington Elementary	300	339	4,358	4,697	92.78%
William Land Elementary	330	264	5,112	5,376	95.09%
Woodbine Elementary	264	330	3,872	4,202	92.15%
TOTAL	18,981	17,130	283,789	300,919	94.31%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	71	106	1,030	1,136	90.67%
Albert Einstein MS	612	512	9,278	9,790	94.77%
Alice Birney Waldorf-Inspired K8	102	68	1,573	1,641	95.86%
California MS	754	777	11,298	12,075	93.57%
Capital City School	60	106	825	931	88.61%
Fern Bacon MS	655	741	9,669	10,410	92.88%
Genevieve Didion Elementary	115	41	1,799	1,840	97.77%
Home/Hospital	35	0	125	125	100.00%
John H. Still K-8	290	307	4,323	4,630	93.37%
John Morse Therapeutic Center	13	36	176	212	83.02%
Leonardo da Vinci K - 8 School	111	77	1,687	1,764	95.63%
Miwok MS	1,183	856	18,056	18,912	95.47%
Rosa Parks K-8 School	423	573	6,179	6,752	91.51%
Sam Brannan MS	379	506	5,530	6,036	91.62%
School of Engineering and Science	239	204	3,624	3,828	94.67%
Success Academy K-8	3	11	50	61	81.97%
Umoja International Academy	304	428	4,442	4,870	91.21%
Will C Wood MS	661	700	9,815	10,515	93.34%
TOTAL	6,010	6,049	89,479	95,528	93.67%

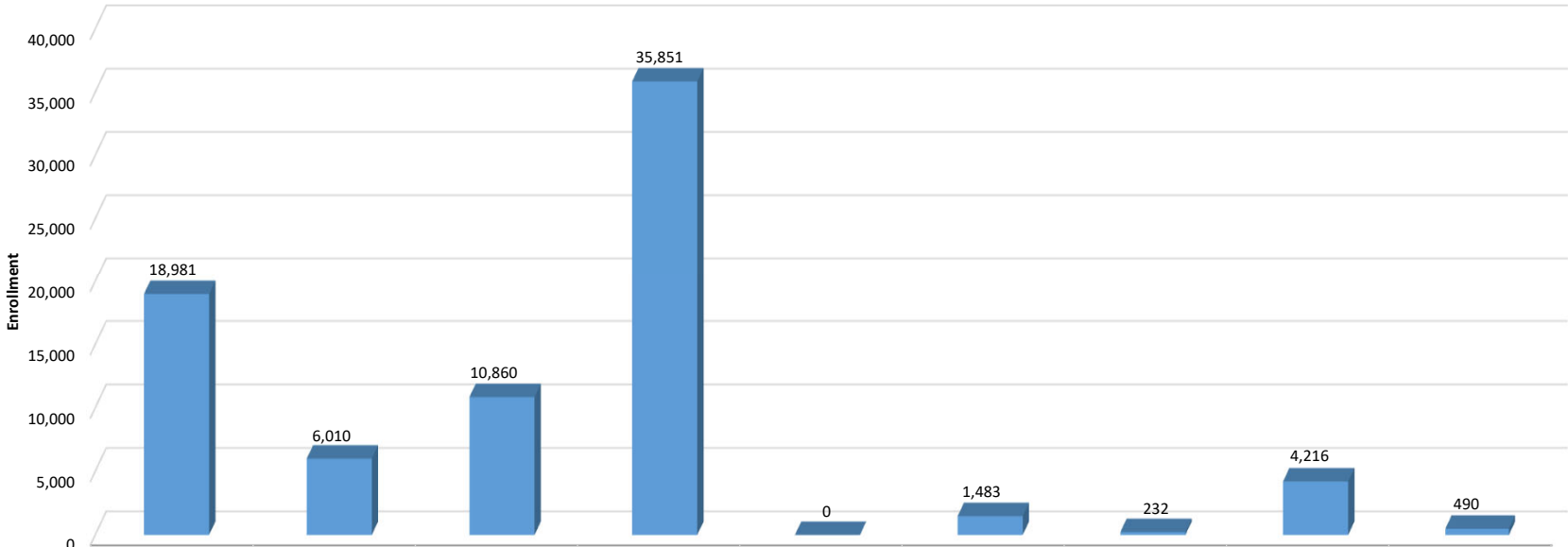
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 1, ENDING FRIDAY, SEPTEMBER 22, 2023
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	121	420	1,881	2,301	81.75%
Arthur A. Benjamin Health Prof	187	300	2,687	2,987	89.96%
C K McClatchy HS	2,451	2,165	37,074	39,239	94.48%
Capital City School	189	237	2,727	2,964	92.00%
Hiram W Johnson HS	1,597	2,365	22,974	25,339	90.67%
Home/Hospital	64	0	232.00	232.00	100.00%
John F Kennedy HS	1,827	1,800	27,182	28,982	93.79%
Luther Burbank HS	1,561	2,074	22,817	24,891	91.67%
Rosemont HS	1,514	1,758	22,106	23,864	92.63%
School of Engineering and Science	290	199	4,458	4,657	95.73%
Umoja International Academy	183	139	2,795	2,934	95.26%
West Campus HS	876	373	13,653	14,026	97.34%
TOTAL	10,860	11,830	160,586	172,416	93.14%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	35,851	35,009	533,854	568,863	93.85%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2022-23 Actual		36,241	33,072	90.73%	
2023-2024 Projected		36,061	0	0.00%	
Month 01	232	35,851	33,366	93.84%	0%

Monthly Attendance



■ Month 1 9/22/2023	18,981	6,010	10,860	35,851	0	1,483	232	4,216	490
---------------------	--------	-------	--------	--------	---	-------	-----	-------	-----