



**Putting
Children
First**

AMENDED
**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, December 14, 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

2023/24-15

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 (Two Potential Cases)*
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023061055 and OAH Case No. 2023100821)*

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 – Chief Legal Counsel*
- b) Approve – Principal, John Morse Therapeutic Center*
- c) Approve – Principal, New Joseph Bonnheim*

d) Approve – Deputy Chief of Academics

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 Board Member Chinua Rhodes*

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:*

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

Information
SCTA – 15 minutes
SEIU – 3 minutes
TCS – 3 minutes
Teamsters – 3 minutes
UPE – 3 minutes

7:27 p.m. 8.2 *District Advisory Committees:*

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

Information
3 minutes each

9.0 SPECIAL PRESENTATION

7:42 p.m. 9.1 *Youth Development Support Services Department Overview (Manpreet Kaur)*

Information
15 minute presentation
10 minute discussion

8:07 p.m. 9.2 *English Learner Advisory Committee Update (Olga Simms)* **Information**
10 minute presentation
10 minute discussion

10.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

8:27 p.m. 10.1 *2023-24 First Interim Revised Budget Approval (Janea Marking)* **Action**
15 minute presentation
15 minute discussion

8:57 p.m. 10.2 *Annual Organizational Meeting of the Board of Education* **Action**
15 minute presentation

Board Committee Assignments

Election of Officers: The Board Shall Elect a President, Vice President, and Second Vice President

11.0 COMMUNICATIONS

9:12 p.m. 11.1 *Superintendent's Report (Lisa Allen)* **Information**
5 minutes

9:17 p.m. 11.2 *President's Report (Chinua Rhodes)* **Information**
5 minutes

9:22 p.m. 11.3 *Student Member Report (Liliana Miller Segura)* **Information**
5 minutes

9:27 p.m. 11.4 *Information Sharing by Board Members* **Information**
10 minutes

9:37 p.m. **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 (Janea Marking)*

12.1b *Approve Personnel Transactions (Cancy McArn)*

12.1c *Approve Business and Financial Report: PO Report October 15 – November 14, 2023 (Janea Marking)*

12.1d *Approve Donations to the District for the Period of October 1-31, 2023 (Janea Marking)*

12.1e *Approve Warrants, Checks and Electronic Transfers issued for the Period of October 1-31, 2023 (Janea Marking)*

- 12.1f Approve C.K. McClatchy High School Gonzaga University Debate Tournament in Spokane, WA from January 4-7, 2024 (Mary Hardin Young & Jerad Hyden)
- 12.1g Approve Retention of 6 Firms for the School Mural Services Pool in Response to Request for Qualifications (Janea Marking)
- 12.1h Approve Resolution No. 3368: Luther Burbank Pool Replacement (Janea Marking)
- 12.1i Approve Resolution No. 3369: Umoja International Academy HVAC Replacement (Janea Marking)
- 12.1j Approve Resolution No. 3370: Miwok Middle School HVAC Replacement (Janea Marking)
- 12.1k Approve Minutes of the October 3, 2023, Special Board of Education Meeting (Lisa Allen)
- 12.1l Approve Minutes of the October 5, 2023, Regular Board of Education Meeting (Lisa Allen)
- 12.1m Approve Minutes of the October 31, 2023, Special Board of Education Meeting (Lisa Allen)
- 12.1n Approve CSPP Continued Funding Application for Fiscal Year (FY) 2024-2025 (Yvonne Wright & E'leva Hughes Gibson)

9:39 p.m. **13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information**

- 13.1 Business and Financial Information: Enrollment Report – Month 2, Ending Friday, October 20, 2023 (Janea Marking)
- 13.2 Contractual Procedures Update (Janea Marking)

9:41 p.m. **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ January 18, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ February 1, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

9:43 p.m. **15.0 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: December 14, 2023

Subject: Youth Development Support Services Department Overview

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

Division: Deputy Chief of Academics/Youth Development Support Services

Recommendation: This is an information item only

Background/Rationale: Youth Development Support Services provides various programs such as Expanded Learning (before, after and summer programs), American Indian Education Program, Youth Employment, College Mentors, and Enrichment Activities. These programs are funded by After School Education and Safety (ASES) grant, 21st Century Community Learning Centers (K-8) grant, 21st Century After School Safety and Enrichment for Teens (ASSETs) grant and Expanded Learning Opportunities Program grant. The department also provide specific services to American Indian/Native students under Title VI. The College mentor program is for high school students and is being provided under Title IV (Student Support and Academic Enrichment).

Financial Considerations: \$36,605,436.00 (approximately)

LCAP Goal(s):

Goal 2: Foundational Educational Experience with Equitable Opportunities for All Students.

Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.

Goal 3: Integrated Supports

Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.

Documents Attached: None

<p>Estimated Time of Presentation: 15 minutes Submitted by: Manpreet Kaur, Director, Youth Development Approved by: Lisa Allen, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: December 14, 2023

Subject: English Language Advisory Committees Update

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

Division: Multilingual Literacy Department

Recommendation: Informational Item Only

Background/Rationale: Districts in the state of California are required to adhere to the policy enacted to serve English learners and their families. The California English Learner Roadmap State Board of Education Policy enacted in 2017 explicitly focuses on the improvement of the educational system, the quality of teaching and learning, and educational outcomes. It centers on standards, curriculum frameworks, assessments and accountability, educator quality, early childhood/preschool, social and family support services, parent/community involvement, and higher education. As part of the assets-oriented and needs-responsive schools principle, schools are expected to respond to the needs of parents and families and build upon the cultural and linguistic assets students bring to their education (EL Roadmap, 2015).

Moreover, any school site with 21 or more English learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements:

1. Parent members are elected by the parents or guardians of ELs.
2. Parents of ELs constitute at least the same percentage of the committee membership as their children represent in that school community.
3. The ELAC shall be responsible for assisting in the development of schoolwide needs assessment and ways to make parents aware of the importance of regular school attendance.

4. The ELAC shall advise the principal and staff in the development of a site plan for ELs and submit the plan to the school site council for consideration for inclusion in the School Plan for Student Achievement (SPSA).
5. The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. (California *Education Code* [EC] sections 52176 [b], 62002.5; Title 5, *California Code of Regulations* [5 CCR] Section 11308)

Financial Considerations: The District's Title III English Learner and Immigrant allocations include support to engage English learner families to support parent/community involvement. Each school is also responsible for addressing parent engagement and involvement in their School Plans for Student Achievement (i.e. Title I, LCFF EL and LCFF Free and Reduced).

LCAP Goal(s): Engagement and Empowerment

Documents Attached:

1. California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners
2. English Learner 2022-2023 Program Instrument
3. English Learner FPM Findings 2023

Estimated Time of Presentation: 15 minutes

Submitted by: (Yvonne Wright, Chief Academic Officer; Dr. Olga L. Simms, Multilingual Literacy Director)

Approved by: Lisa Allen, Interim Superintendent



California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners

This policy is intended to assist the California Department of Education in providing guidance to local educational agencies (LEAs) in welcoming, understanding, and educating the diverse population of students who are English learners attending California public schools. Many English learners represent the newest members of our society (including recently arrived immigrants and children of immigrants) who bring a rich diversity of cultural backgrounds and come from families with rich social and linguistic experiences. They also bring skills in their primary languages that contribute enormously to the state's economic and social strengths as a talented multilingual and multicultural population.

This policy explicitly focuses on English learners in the context of the state's efforts to improve the educational system, the quality of teaching and learning, and educational outcomes. It centers on standards, curriculum frameworks, assessment, accountability/school improvement, educator quality, early childhood/preschool, social and family support services, parent/community involvement, and higher education. Its purpose is to promote local capacity-building and continuous improvement in each of these areas and their interrelationship, based on evidence of effectiveness from local experience as well as the most current rigorous research evidence that speaks to the strengths and needs of the diverse population of English learners.

The impetus for this policy comes from a number of important related developments in California as well as nationally. If properly coordinated and articulated as part of a coherent California English Learner Roadmap, these developments can better serve the state's large population of English learners to attain college- and career-ready standards and to further promote the rich linguistic diversity of the state as it thrives in a global economy and culture of learning, innovation, and advanced technology.

The adopted academic State Standards and the Next Generation Science Standards, and corresponding English Language Development (ELD) standards, signal an important shift toward emphasizing academic uses of language for all students, and student engagement with college- and career-ready curriculum using English and other languages. Taken together, these standards highlight the tightly interconnected nature of developing disciplinary content understandings, analytical practices, and academic uses of language for all students. This shift enables the educational system to move beyond remediating students' English language skills to simultaneously developing their language and literacy skills while engaging in the full range of academic content learning.

The State Seal of Biliteracy encourages districts to recognize students' biliterate proficiency. Developing assessments in languages other than English that are aligned to state academic standards (e.g., the California Spanish Assessment) are key to recognizing biliteracy and academic achievement in more than one language. The passage of the California Education for a Global Economy Initiative, known as Proposition 58 (amending Proposition 227), moves us beyond improvement efforts focused solely on language of instruction to programs and pathways that effectively develop academic content knowledge, discipline-specific practices and academic language uses, and bilingual-biliterate proficiency.

California's Local Control Funding Formula (LCFF) is premised on local districts providing equitable learning conditions, pupil outcomes, and effective engagement of English learners. Districts are expected to set, with their parent and community partners, meaningful goals and outcomes that require full access to the curriculum, assure English learners' meaningful progress toward attaining academic English proficiency, and closing gaps in academic achievement for students entering as English learners. LCFF provides districts additional resources to build local capacity to implement and support evidence-based practices. State-produced documents provide coherent guidance for districts on implementing more and better comprehensive, research evidence-based services for diverse groups of English learners via the Local Control and Accountability Plan (LCAP) process, and provides support for continuous improvement.

Our accountability system is state-determined, and is consistent with federal guidance provided for states to implement the Every Student Succeeds Act (ESSA), which supports our aligning federal and state policies to better integrate and leverage resources, services, assessment and accountability. Consonant with LCFF, ESSA elevates English language proficiency to a central indicator for Title I accountability. It values English language development, which California has identified as both, designated ELD equally with integrated ELD—as presaged in California's English Language Arts (ELA)/ELD Curriculum Framework.

Given ESSA's Title III provisions, California will re-examine standardized, statewide EL entrance and exit procedures and criteria, and report academic performance of key sub-categories of English learners, such as long-term English learners and students with disabilities. The broader federal stance on multiple indicators of performance also complements our system's use of multiple state and locally-collected indicators on academic achievement, EL progress, high school graduation, chronic absenteeism and student suspension, school climate and parent engagement to advance a more complete picture of district program effectiveness.

This policy also reflects the current national research consensus on second language learning, bilingualism, program effectiveness, and policy research¹, much of which is consistent with earlier syntheses from the California Department of Education².

Findings include the following:

- English language proficiency development is a process that takes five to seven years for those entering with emerging English, benefits from coherent and aligned instruction across that time period, and can take place as an integrated process simultaneous with academic content learning in addition to designated ELD and the development of bilingualism/biliteracy.
- Bilingualism provides benefits from the capacity to communicate in more than one language and may enhance cognitive skills, as well as improve academic outcomes.
- Establishing proper and consistent procedures and criteria for identifying, monitoring, and exiting English learners using appropriate assessment procedures—while developing professional capacity to use assessment results—constitutes a key lever for effective system improvement.
- The diversity of the EL population (e.g., newcomers, long-term English learners, students with interrupted formal education, students with disabilities, gifted and talented students, and the expected continuous exiting of students from the EL category) necessitates pedagogy and educational support services that are differentiated and responsive.
- Brain development research reinforces the crucial period of birth through early childhood in the areas of cognitive, social, and language development. There is great need for coherent, aligned support for dual language learners across the preschool and primary grade systems to begin developing their bilingual and biliterate capacities.

The current research evidence base also supports the need to attend to the following instructional factors:

- Explicit literacy instruction especially in the early grades
- Peer-assisted and small-group learning opportunities

¹ National Academies of Sciences, Engineering, and Medicine (2017). *Promoting the Educational Success of Children and Youth Learning English: Promising Futures*. Washington, DC: The National Academies Press. DOI: 10.17226/24677

² CDE (1984) Schooling and Language Minority Students: A Theoretical Framework; CDE (1986) Beyond Language: Social and Cultural Factors in Schooling Language Minority Students; and CDE (2010) Improving Education for English Learners: Research-Based Approaches.

- Providing academic language support during content area instruction, balanced with structured explicit opportunities for oral and written language skills development
- Appropriate assessment in various forms (e.g., formative, benchmark, summative) to understand and support student learning
- Processes related to social emotional development and identity formation

California is a state that welcomes newcomers and their families, and that addresses their linguistic diversity with a positive, additive orientation. Our schools need to reflect this orientation by affirming, welcoming and responding to a diverse range of student strengths, needs, and identities, and prepare graduates with the linguistic, academic and social skills and competencies needed for college, career and civic participation in a global, diverse and multilingual world.

California's Vision of Success for English Learners

English learners fully and meaningfully access and participate in a 21st century education from early childhood through grade twelve that results in their attaining high levels of English proficiency, mastery of grade level standards, and opportunities to develop proficiency in multiple languages.

Mission

California schools affirm, welcome and respond to a diverse range of EL strengths, needs and identities. California schools prepare graduates with the linguistic, academic and social skills and competencies they require for college, career and civic participation in a global, diverse and multilingual world, thus ensuring a thriving future for California.

Four Principles

Four principles support our vision and provide the foundation of California's English Learner Roadmap. These principles are intended to guide all levels of the system towards a coherent and aligned set of practices, services, relationships, and approaches to teaching and learning that together create a powerful, effective, 21st century education for our English learners. Underlying this systemic application of the Principles is the foundational understanding that simultaneously developing English learners' linguistic and academic capacities is a shared responsibility of all educators, and that all levels of the schooling system have a role to play in ensuring the access and achievement of the 1.3 million English learners who attend our schools.

Principle #1: Assets-Oriented and Needs-Responsive Schools

Pre-schools and schools are responsive to different EL strengths, needs and identities, and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in

safe and affirming school climates. Educators value and build strong family, community, and school partnerships.

Principle #2: Intellectual Quality of Instruction and Meaningful Access

English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Principle #3: System Conditions that Support Effectiveness

Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities, and utilize valid assessment and other data systems that inform instruction and continuous improvement; resources and tiered support is provided to ensure strong programs and build the capacity of teachers and staff to build on the strengths and meet the needs of English learners.

Principle #4: Alignment and Articulation Within and Across Systems

English learners experience a coherent, articulated and aligned set of practices and pathways across grade levels and educational segments beginning with a strong foundation in early childhood and continuing through to reclassification, graduation and higher education. These pathways foster the skills, language(s), literacy and knowledge students need for college- and career-readiness and participation in a global, diverse multilingual 21st century world.

The California State Board of Education will direct the California Department of Education to provide guidance to districts and intermediary support organizations (e.g., county offices of education, California Collaborative for Educational Excellence) on how districts and schools can implement and strengthen comprehensive, research-based programs and services for all profiles of English learners via the LCAP, and provide support for establishing continuous improvement strategies and expectations that enable access to college- and career-ready learning as well as opportunities to attain the State Seal of Biliteracy.

The guidance will invest in and build educators' professional capacity; emphasize collaborative efforts; support effective pedagogy; and develop systemic solutions to create a coherent and positive education system. The guidance will encourage innovative district and school implementation of evidence-based practices for curricula, materials adoption and development, instruction, professional development and leadership that are responsive to the differentiated strengths and needs of English learners, and strengthening appropriate assessment tools and practices. The guidance will be consistent with the requirements set forth in state and federal laws addressing English learners.

Adopted by the California State Board of Education (SBE) on July 12, 2017. To obtain the posted SBE agenda and item, please visit the California Department of Education SBE web page at <https://www.cde.ca.gov/be/ag/ag/yr17/agenda201707.asp>.

California Department of Education, July 2017



English Learner 2022–23 Program Instrument

California Department of Education
May 2022

I. Involvement

EL 01: English Learner Advisory Committee (ELAC)

- 1.0 A school site with 21 or more English learners (ELs) must have a functioning ELAC that meets the following requirements:
 - (a) Parent members are elected by parents or guardians of ELs.
 - (b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body.
 - (c) The ELAC shall be responsible for assisting in the development of the schoolwide needs assessment and ways to make parents aware of the importance of regular school attendance.
 - (d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submit the plan to the school site council for consideration for inclusion in the School Plan for Student Achievement (SPSA).
 - (e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities.

(California *Education Code* [EC] sections 52176[b], 62002.5; Title 5, *California Code of Regulations* [5 CCR] Section 11308)

- 1.1 A school may designate an existing school-level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in paragraph “b”, above. (EC Section 52176[b]; 5 CCR Section 11308[d])

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- 1.2 Each ELAC has the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC) or participants in a proportionate regional representation scheme when there are 31 or more ELACs in the local educational agency (LEA). (5 CCR Section 11308[b])

Evidence Requests

English Learner Advisory Committee

Abbreviation: ELACadvsry

Description: For each site under review, provide current and previous year member rosters with their child's English Language acquisition status, roles, meeting agendas, attendance records, minutes, including input for the SPSA, needs assessment, and training materials.

Item Instructions: EL 01: If the ELAC has opted to create bylaws (not required for ELAC), please provide them.

Related Items: EL 01

EL 02: District English Learner Advisory Committee (DELAC)

- 2.0 Each LEA with 51 or more ELs must form a DELAC unless the district designates for this purpose a subcommittee of an existing districtwide advisory committee. Parents or guardians, or both, of pupils of limited English proficiency who are not employed by the district shall constitute a majority of the DELAC. (EC sections 52176[a], 62002.5; 5 CCR Section 11308)
- 2.1 The DELAC shall advise the school district governing board on all of the following tasks:
- (a) Development of an LEA master plan, including policies, per the State Board of Education (SBE) EL Roadmap Policy, guiding consistent implementation of EL educational programs and services that takes into consideration the SPSAs.
 - (b) Conducting of an LEA-wide needs assessment on a school-by-school basis.
 - (c) Establishment of LEA program, goals, and objectives for programs and services for ELs per the SBE-adopted EL Roadmap Policy.
 - (d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements.
 - (e) Review and comment on the LEA's reclassification procedures.

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- (f) Review and comment on the written notifications required to be sent to parents and guardians. (5 *CCR* Section 11308)
 - (g) Under the local control funding formula, LEAs with at least 50 ELs and whose total enrollment includes at least 15 percent ELs must establish a DELAC, and that DELAC must carry out specific responsibilities related to the Local Control and Accountability Plan (LCAP), including providing input regarding the LEA’s existing language acquisition programs and language programs, and, where possible, the establishment of other such programs. If the DELAC acts as the ELAC under *EC* sections 52063(b)(1) and 52062(a)(2), the DELAC shall also review and comment on the development or annual update of the LCAP. (5 *CCR* Section 11301)
- 2.2 Each LEA must provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities. (5 *CCR* Section 11308[d])
- 2.3 The consolidated application must also include certifications by appropriate district advisory committees, including the DELAC, that the application was developed with review and advice of those committees. (*EC* Section 64000[c])

Evidence Requests

District English Learner Advisory Committee

Abbreviation: DELACadvstry

Description: Current and previous year member rosters, roles, meeting agendas, minutes, attendance records, needs assessment, training materials, and written input into the LCAP development.

Item Instructions: EL 02: If the DELAC has opted to create bylaws (not required for DELAC), please provide them.

Related Items: EL 02

II. Governance and Administration

EL 03: EL Identification and Assessment

- 3.0 Each LEA must properly identify and assess all students who have a home language other than English. (20 United States Code [U.S.C.] 6823[b][2]; *EC* sections 313, 60810)
- 3.1 At or before the time of a student’s initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the

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primary or native language of the student is a language other than English. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[a])

- 3.2 If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[c])
- 3.3 The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment. (20 U.S.C. 6823[b][2]; EC Section 313; 5 CCR Section 11518.5[d])
- 3.4 Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. (20 U.S.C. sections 6311[b][2][G], 6823[b][3][B]; EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])
- 3.5 When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. (5 CCR Section 11518.25)
- 3.6 When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed as specified in the pupil's IEP. (5 CCR Section 11518.30)

2022–23 English Learner Program Instrument

Evidence Requests

Combined EL Assessment, Placement, and Enrollment Data

Abbreviation:	CombAllELdata
Description:	Most recent ELP and academic assessment results and dates, and language acquisition program placement. Identify long term English learners (LTELs) or ELs at risk of becoming LTELs.
Item Instructions:	EL 03: Include all currently enrolled ELs in the LEA. See sample spreadsheet for EL 03, 13, and 15 in Resource Box.
Related Items:	EL 03, EL 13, EL 15

EL Identification

Abbreviation:	ELId
Description:	Home Language Surveys.
Item Instructions:	EL 03: Three samples of actual completed, dated, Home Language Surveys for each site under review.
Related Items:	EL 03

EL Initial Identification Policies and Procedures

Abbreviation:	ELIdPlcsPrcdrs
Description:	LEA policies and procedures for the initial identification of ELs.
Item Instructions:	EL 03: Current board policies, administrative regulations, EL Master Plan or EL plan.
Related Items:	EL 03

ELPAC Designated Supports and Accommodations

Abbreviation:	ELPACDsgntdSprtsAcmdtns
Description:	ELP assessment of ELs on an active IEP or Section 504 Plan.
Item Instructions:	EL 03: Three samples of completed EL IEPs and/or Section 504 Plans containing ELP assessment results and English language development (ELD) instructional placement from each site under review.
Related Items:	EL 03

EL 04: Implement, Monitor & Revise Title III Plan

- 4.0 Each LEA and consortium receiving Title III funds must annually update, implement, and monitor a Title III plan for the use of funds in a subgrant year.
- 4.1 The LEA or consortium receiving Title III funds must use these supplemental funds to implement effective approaches and methodologies for teaching ELs and immigrant children and youth. Each LEA must use Title III funds to:
- (a) Increase the ELP of ELs by providing effective language instruction educational programs that meet the needs of ELs and demonstrate success in increasing:
 - i. ELP; and
 - ii. Student academic achievement; (20 U.S.C. Section 6825[c][1][A–B])
 - (b) Provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:
 - i. Designed to improve the instruction and assessment of ELs;
 - ii. Designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;
 - iii. Effective in increasing children’s ELP or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers; and
 - iv. Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers’ performance in the classroom, except that this subparagraph shall not apply to an activity that is one component of a long-term, comprehensive professional development plan established by a teacher and the teacher’s supervisor based on an assessment of the needs of the teacher, the supervisor, the students of the teacher, and any LEA employing the teacher, as appropriate. (20 U.S.C. Section 6825[c][2][A–D])
 - (c) Provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for ELs, which:

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- i. Shall include parent, family, and community engagement activities; and
 - ii. May include strategies that serve to coordinate and align related programs. (20 U.S.C. Section 6825[c][3][A–B])
- 4.2 Authorized subgrantee activities may use funds by undertaking one or more of the following activities:
- (a) Upgrading effective EL instructional strategies; (20 U.S.C. Section 6825[d][1])
 - (b) Improving EL instructional programs through supplemental curricula, instructional materials, educational software, and assessment procedures; (20 U.S.C. Section 6825[d][2])
 - (c) Providing to ELs:
 - i. Tutorials and academic or career and technical education; and
 - ii. Intensified instruction, which may include materials in a language that the student can understand, interpreters, and translators. (20 U.S.C. Section 6825[d][3])
 - (d) Developing and implementing effective preschool, elementary, or secondary school language instruction programs coordinated with other relevant programs and services; (20 U.S.C. Section 6825[d][4])
 - (e) Improving the ELP and academic achievement of ELs; (20 U.S.C. Section 6825[d][5])
 - (f) Providing community participation programs, family literacy services, parent and family outreach, and training activities to ELs and their families to:
 - i. Improve the English language skills of ELs; and
 - ii. Assist parents and families in helping their children to improve their academic achievement and become active participants in the education of their children. (20 U.S.C. Section 6825[d][6][A–B])
 - (g) Improving the instruction of ELs, which may include ELs with a disability, by providing:
 - i. The acquisition or development of educational technology or instructional materials;
 - ii. Access to, and participation in, electronic networks for materials, training, and communication;

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- iii. Incorporation of resources into curricula and programs; and
(20 U.S.C. Section 6825[d][7][A–C])
 - (h) Offering early college high school or dual or concurrent enrollment programs to help ELs achieve success in post-secondary education.
(20 U.S.C. Section 6825[d][8])
 - (i) Carrying out other activities that are consistent with the purposes of this section. (20 U.S.C. Section 6825[d][9])
- 4.3 Immigrant children and youth means individuals who:
- (a) Are aged 3 through 21;
 - (b) Were not born in any U.S. State; and
 - (c) Have not been attending one or more schools in any one or more U.S. State for more than three full academic years. (20 U.S.C. Section 7011[5])
- 4.4 Each LEA receiving Title III Immigrant funds must provide enhanced instructional opportunities for immigrant children and youth, which may include:
- (a) Family literacy, parent and family outreach, and training activities for parents and families;
 - (b) Recruitment of and support for personnel, including teachers and paraprofessionals, who have been trained, or are being trained, to provide services to immigrant children and youth;
 - (c) Provision of tutorials, mentoring, and academic or career counseling;
 - (d) Identification, development, and acquisition of curricular materials, educational software, and technologies;
 - (e) Basic instructional services directly attributable to the presence of immigrant children and youth in the LEA, including payment of costs of additional classroom supplies, transportation, or other attributable services;
 - (f) Instructional services designed to assist the achievement of immigrant children and youth in United States schools, such as programs of introduction to the educational system and civics education; and
 - (g) Activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to offer comprehensive community services to parents and families of immigrant children.

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(20 U.S.C. Section 6825[e][1][A–G])

Evidence Requests

Immigrant Services and Procedures

Abbreviation: ImgrntSrvcsPrcdrs

Description: LEA procedures to provide enhanced instructional opportunities to eligible immigrant children and youth.

Item Instructions: EL 04: Provide local procedure for making available any specialized immigrant student instructional opportunities or family outreach services funded by Title III Immigrant funds (resource 4201).

Related Items: EL 04

LEA Title III Plan

Abbreviation: TtIIIPln

Description: LEA Title III Plan for the current subgrant year, such as the LCAP Federal Addendum and current annual evaluation and revision of Title III spending plan, which meets the criteria of EL 04.

Item Instructions:

Related Items: EL 04

Title III Consortia Memorandum of Understanding

Abbreviation: Ttl3lcnstia

Description: Applies only to Title III consortium leads and members Memorandum of Understanding (MOU) between lead and member LEA(s).

Item Instructions: EL 04: Provide Title III consortium MOU with appropriate signatures. If not applicable, please state so in the California Department of Education Monitoring Tool (CMT) comment section.

Related Items: EL 04

EL 05: EL Program Inclusion in the SPSA (Schoolwide)

- 5.0 The EL program must be included in the development of the SPSA. (*EC* Section 64001[c])
- 5.1 The development of the SPSA shall include the following actions:
- (a) The administration of a comprehensive needs assessment with an analysis of academic performance and language development data, that includes a determination of EL student and program needs. (*EC* Section 64001[g][2][A])
 - (b) Identification of the process for annually evaluating and monitoring implementation and progress toward accomplishing program goals identified in the SPSA, including those which address the needs of ELs not meeting or at risk of not meeting challenging state academic content standards. (20 U.S.C. 6314[b][6]; 34 *Code of Federal Regulations* [CFR] Section 200.25[a]; *EC* Section 64001[g][2][B])
- 5.2 An approved SPSA must contain:
- (a) Goals to improve student outcomes, identified through the needs assessment, including those which address the academic and language proficiency needs of ELs. (*EC* Section 64001[g][3][A])
 - (b) Evidence-based strategies, actions, or services to reach goals. (*EC* Section 64001[g][3][B])
 - (c) Proposed expenditures based on the projected resource allocation from the governing board or body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resources inequities, which may include a review of the LEAs budgeting, its SPSA-related portion of the LCAP, and school-level budgeting, if applicable. (*EC* Section 64001[g][3][C])
- 5.3 The SPSA shall be reviewed and updated annually, and approved by the local governing board whenever there are material changes to the plan. (*EC* Section 64001[i])

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Evidence Requests

EL Program Inclusion in the SPSA or School Plan

Abbreviation: ELinSPSA

Description: Current board approved SPSA or school plan for each site under review, with evidence of EL program inclusion. Indicate the pages or sections that address all criteria set forth in EL 5.1 (a–b) and 5.2 (a–c).

Item Instructions: EL 05: Include the school name, a budget with specific federal program information that aligns to the school’s academic goals and key improvement strategies, and evidence of required approvals by Schoolsite Council and local governing board.

Related Items: EL 05

EL 06: Title III Inventory

6.0 For all categorical programs, each LEA must maintain a historical inventory record for each piece of equipment with an acquisition cost of more than \$500 per unit that is purchased with Title III funds. The record must describe the acquisition by:

- (a) Type/description;
- (b) Model/name;
- (c) Serial/identification number;
- (d) Funding source;
- (e) Acquisition date;
- (f) Original Cost;
- (g) Location and use;
- (h) Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
- (i) Title holder;
- (j) Current condition; and
- (k) Transfer, replacement, or disposition of obsolete or unusable equipment.

(2 CFR Section 200.313[d][1]); EC Section 35168; 5 CCR Section 3946)

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- 6.1 Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. (2 CFR Section 200.439[b][2])
- 6.2 Equipment purchased with a fair market value in excess of \$5,000 may be retained, sold, or disposed of with written approval of the Federal awarding agency or pass-through entity. Equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency or pass-through entity. (2 CFR Section 200.313[e][1]-[4])
- 6.3 Each LEA must have conducted a physical check of the inventory of equipment within the past two years and reconciled the results with inventory records. (2 CFR Section 200.313[d][2])

Evidence Requests

Equipment Inventory Records

- Abbreviation: EqmntInvntyRcrds
- Description: Historical inventory list of all equipment purchased for \$500 or more per Education Department General Administrative Regulations/*EC* requirements and a record of the last physical check of items. If no purchases were made, indicate that in a comment.
- Item Instructions: EL 06: For Title III purchases only, include the last five years of purchases, and record of physical verification of location.
- Related Items: AE 02, AE 09, ELC 06, EXLP 08, EXLP 11, CTE 02, EL 06, HE 08, ME 06, CE 14, NorD 04

III. Funding

EL 07: Supplement, Not Supplant with Title III

- 7.0 General fund resources must be used to provide services and programs for ELs, including ELD and access to the standard instructional program. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.
(EC sections 300, 305[a])
- 7.1 Each LEA must use Title III funds only to supplement, not supplant federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for ELs and immigrant children and youth and in no case to supplant such federal, state, and local public funds.
(20 U.S.C. Section 6825[g])
- 7.2 The LEA shall ensure that costs charged to the program(s) under Title III are reasonable, necessary, and allocable in accordance with applicable statutes, regulations, and program plan(s). (2 CFR 200.403 – 200.405)
- 7.3 Each LEA must use no less than 98 percent of Title III EL apportionments on direct services to ELs and may not use more than 2 percent of such funds for the cost of administration of this program for a fiscal year.
(20 U.S.C. Section 6825[b])

Evidence Requests

Instructional Materials

- Abbreviation: InstrctnlMtrls
- Description: A list of purchased standard and supplemental instructional materials for all courses in which ELs are enrolled, for all grades, with the funding sources.
- Item Instructions: EL 07: See sample template for EL 07 and EL 14 in the CMT Resource File.
- Related Items: EL 07, EL 14

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Title III Expenditure Report

Abbreviation: T3expndtrRpt

Description: Detailed general ledger for the current and previous year, with the beginning and ending balances for standardized account code structure resource codes 4203-Title III EL and 4201-Title III immigrant. Include a chart of accounts, including carryover and administrative costs.

Item Instructions: EL 07: Title III general ledger for 2021–22 and 2022–23; include date, description, vendor name, and total amount for each expenditure line item for entire period(s) under review. Upon review, additional documents may be requested.

Related Items: EL 07

Title III Funded Professional Development

Abbreviation: T3FndPrfnlDvlpmt

Description: A list of standard instructional program professional development and Title III funded supplemental professional development (denoting funding sources) designed to enhance the learning and instruction of ELs and immigrant students.

Item Instructions:

Related Items: EL 07

Duty Statements

Abbreviation: DtyStmnt

Description: An individual employee's duty statement describing responsibilities and activities (cost objectives), as agreed to by employer and employee.

Item Instructions: EL 07: Include all positions partially or completely funded with Title III. Delineate duties by funding source.

Related Items: EL 07, EL 08, AE 04, FM 01, FM 03, EXLP 11, SEI 05, SEI 07, CTE 02, ME 09, CE 10, CE 11, CE 13, NorD 06

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Title III Payroll Records

Abbreviation: PrlRcrds

Description: Record of salaries and benefits paid to employees that work at the LEA for the current and previous fiscal year under review, that identifies the employees' name, hours worked, gross pay, net pay, deductions, and payroll period.

Item Instructions: EL 07: Submit payroll records showing wages and benefits funded by Title III resources (4201 and 4203). Upon review, additional documents may be requested.

Related Items: EL 07

EL 08: Time and Effort Requirements (Title I and Title III)

8.0 The LEA must properly charge and document allowable salaries and wages that are reasonable and necessary in accordance with applicable Title III program requirements and federal accounting requirements. (2 CFR sections 200.302, 200.303, 200.430[a] and [i])

Evidence Requests

Time and Effort Policies and Procedures

Abbreviation: TmEffrtPlyPrcdrs

Description: The LEA's established written policies and procedures for documenting time and effort of employees that work on federal programs. Current year.

Item Instructions: EL 08: Documentation should include the LEA's specific policies and procedures for documenting actual hours worked, including related internal controls, employee training, reconciliation processes, deadlines, and authority.

Related Items: AE 02, FM 01, CTE 02, EL 08, CE 13, NorD 06

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Time and Effort Records

Abbreviation: TmEfrtRcrds

Description: Documentation to support salaries and benefits charged to each program funding source under review in accordance with federal requirements. Records may include personnel activity reports, semiannual certifications, or other equivalent records. Budget estimates do not qualify as support.

Item Instructions: EL 08: Provide time and effort records for any employee whose duties and/or activities were charged to Title III, including extra duties, overtime, or stipends.

Related Items: AE 02, FM 01, FM 03, EXLP 09, CTE 02, EL 08, HE 10, ME 09, CE 10, CE 13, NorD 05

Duty Statements

Abbreviation: DtyStmnt

Description: An individual employee's duty statement describing responsibilities and activities (cost objectives), as agreed to by employer and employee.

Item Instructions: EL 08: Include all positions partially or completely funded with Title III. Delineate duties by funding source.

Related Items: EL 07, EL 08, AE 04, FM 01, FM 03, EXLP 11, SEI 05, SEI 07, CTE 02, ME 09, CE 10, CE 11, CE 13, NorD 06

Title III Position Control Report

Abbreviation: T3posCont

Description: Budget report of employees planned to be paid in whole, or in part, with federal funds by resource code in the previous and current fiscal year under review.

Item Instructions: EL 08: This LEA-wide report should include the employees' name, resource code(s), salary or hourly rate, and benefits for all funding sources.

Related Items: EL 08

IV. Standards, Assessment, and Accountability

EL 09: Evaluation of Title III-Funded Services and Programs

- 9.0 Each LEA must evaluate all services and programs funded by Title III to determine the effectiveness of those activities. (20 U.S.C. Section 6841)
- 9.1 Each such LEA receiving Title III funds must provide a program evaluation report that includes:
- (a) A description of the programs and activities conducted with Title III funds, including how such programs and activities supplemented programs funded primarily with state or local funds;
 - (b) The number and percentage of ELs making progress toward attaining English language proficiency, including ELs with a disability;
 - (c) The number and percentage of ELs attaining English language proficiency based on the SBE-approved ELPAC overall score of 4;
 - (d) The number and percentage of ELs reclassified each school year;
 - (e) The number and percentage of students reclassified to fluent English proficient (RFEP) that are meeting state grade-level content standards during each of the four years after reclassification, including ELs with a disability;
 - (f) The number and percentage of LTEL students and their date of first enrollment at the LEA or charter; and
 - (g) Analytical findings on the effectiveness of Title III-funded services and programs.

(20 U.S.C. Section 6841[a][1-7])

Evidence Requests

Title III-Funded Services and Supplemental Program Evaluation

Abbreviation: TtIIIFnddSrvcsMtrlsRprt

Description: An evaluation of the effectiveness of Title III funded activities. Include all supporting data listed in 9.1 (a–f).

Item Instructions: EL 09: Provide relevant EL-related data and an analysis of findings that may result in recommended changes to improve the effectiveness of Title III-funded programs and services.

Related Items: EL 09

EL 10: Reclassification

- 10.0 Each LEA must reclassify English learners to proficient in English by using a process and criteria that includes, but is not limited to the following:
- (a) Assessment of ELP.
(*EC* Section 313[f][1]; 5 *CCR* Section 11303[a])
 - (b) Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (*EC* Section 313[f][2]; 5 *CCR* Section 11303[b])
 - (c) Opportunities for parent opinion, consultation, and involvement during the reclassification process. (*EC* Section 313[f][3]; 5 *CCR* Section 11303[c])
 - (d) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.
(*EC* Section 313[f][4]; 5 *CCR* sections 11302, 11303[d])
- 10.1 Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student's permanent record:
- (a) Language and academic performance assessments;
 - (b) Participants in the reclassification process; and
 - (c) Any decisions regarding reclassification. (5 *CCR* Section 11305)
- 10.2 Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed.
(20 U.S.C. Section 6841[a][4][5]; 5 *CCR* Section 11304)

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Evidence Requests

Reclassification Criteria

Abbreviation: ReclsCrtria

Description: Current approved LEA reclassification criteria for grades kindergarten through twelve (K–12) that includes the statewide criteria of overall performance level 4 on the ELPAC.

Item Instructions:

Related Items: EL 10

Reclassification Process

Abbreviation: ReclsPrcls

Description: Current approved local board policy or administrative regulations that describe the reclassification process.

Item Instructions:

Related Items: EL 10

Reclassification Records/Forms

Abbreviation: ReclsRcrdsFrms

Description: For each site under review, reviewer will request three completed reclassification records/forms with proof of parent/guardian consultation.

Item Instructions: EL 10: Reviewer will select from RFEP progress monitoring spreadsheet provided by the LEA.

Related Items: EL 10

Reclassified to Fluent English Proficient (RFEP) Progress Monitoring

Abbreviation: RFEPPrclsMntrng

Description: Submit a sortable spreadsheet of all students in the LEA reclassified beginning in 2018–19 through the current year.

Item Instructions: EL 10: Data should include: local student ID; school site; grade level; ELPAC test date; ELPAC summative score; RFEP date; current status showing courses failed or standard not met; interventions (if applicable). For RFEP through the IEP process, please notate in a separate column.

Related Items: EL 10

V. Staffing and Professional Development

EL 11: Teacher EL Authorization

11.0 Teachers assigned to provide ELD and instruction in subject matter courses in which ELs are enrolled must have the appropriate authorizations and be fluent in English.

(20 U.S.C. Section 6826 [c]; *EC* sections 44253.1, 44253.2, 44253.3, 44253.4, 44253.5, 44253.6, 44253.7, 44253.10; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1012–1013; 5 *CCR* Section 11309[c][2])

Evidence Requests

EL Teacher Authorization

Abbreviation: ELTchrAthrzttn

Description: Sortable spreadsheet with all currently employed teachers listed only once by name (first, middle, and last), site, and appropriate Commission on Teacher Credentialing EL authorization code (e.g., ELA1, S12, BLSP, etc.) or evidence of a temporary county certificate (TCC) with EL authorization.

Item Instructions: EL 11: Include only teachers of record. Do not include non-teaching certificated staff, such as administrators, speech pathologists, school psychologists, nor counselors.

Related Items: EL 11

EL 12: Professional Development Specific to English learners

12.0 Each LEA must provide sufficient professional development (PD) to effectively implement the LEA's EL program. (5 *CCR* 11309(c)(2); *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1012–1013)

12.1 PD is provided to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:

- (a) Designed to improve the instruction and assessment of ELs;
- (b) Designed to enhance the ability of teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;
- (c) Effective in increasing the student's English language proficiency or substantially increasing the teacher's subject matter knowledge, teaching

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knowledge, and teaching skills as demonstrated through classroom observation; and

- (d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher’s performance in the classroom.
(20 U.S.C. Section 6825[c][2][A–D])

Evidence Requests

EL-Specific Professional Development

Abbreviation: ELspecPD

Description: LEA and site level EL-specific PD provided to classroom teachers, administrators, and support staff that is of sufficient intensity and duration, to impact EL achievement.

Item Instructions: EL 12: PD calendars, agendas, descriptions, presentation materials, and sign-in sheets.

Related Items: EL 12

Implementation of EL-Specific PD

Abbreviation: ImplmntnELpd

Description: Sample observations or other evidence that demonstrates the implementation of EL-specific PD relevant to the grade-level standard instructional program, including ELD.

Item Instructions: EL 12: Three samples from each site under review.

Related Items: EL 12

VI. Opportunity and Equal Educational Access

EL 13: Language Acquisition Program Options and Parent Choice

- 13.0 School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (*EC* sections 305[a][2], 306[c][3])
- 13.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. “Language acquisition program” refers to educational programs designed for English learners to ensure English acquisition as rapidly and as effectively as possible. Such programs must include instruction on the state-adopted academic content standards, including the ELD standards. Language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language.
(*EC* sections 306[c], 310[a]; 5 *CCR* sections 11300[d], 11309[c])
- 13.2 The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the LEA. The annual notice must be distributed as required by *EC* sections 48980 and 48981. Parents of all pupils enrolling in an LEA after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:
- (a) A description of any language acquisition programs provided, including Structured English Immersion;
 - (b) Identification of any language to be taught in addition to English, when the program model includes instruction in another language;
 - (c) The information set forth in section 5 *CCR* Section 11309[c];
 - (d) The process to request establishment of a language acquisition program
 - (e) If the LEA offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program’s effectiveness.

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(*EC* sections 305, 306, 310, 48980, 48981, and 5 *CCR* Section 11310; 20 U.S.C. sections 1703[f], 6311 and 6318)

- 13.3 Schools in which parents or legal guardians of 30 students or more per school, or the parents or legal guardians of 20 students or more in any grade request a language acquisition program designed to provide language instruction must be required to offer such program to the extent possible. (*EC* Section 310[a])
- 13.4 When the parents of 30 pupils or more are enrolled in a school, or when the parents of 20 pupils or more in the same grade level are enrolled in a school, request the same or substantially similar type of a language acquisition program, the LEA shall respond by taking actions to demonstrate the timelines and requirements in 5 *CCR* Section 11311[h] are met by the LEA.
- 13.5 In the case where the LEA determines it is not possible to implement a language acquisition program requested by parents, the LEA shall provide in written form an explanation of the reason(s) the program cannot be provided and may offer an alternate option that can be implemented at the school. (5 *CCR* Section 11311[h][3][B])

Evidence Requests

Combined EL Assessment, Placement, and Enrollment Data

Abbreviation:	CombAllELdata
Description:	Most recent ELP and academic assessment results and dates, and language acquisition program placement. Identify long term English learners (LTELs) or ELs at risk of becoming LTELs.
Item Instructions:	EL 13: Include all currently enrolled ELs in the LEA. See sample spreadsheet for EL 03, 13, and 15 in Resource Box.
Related Items:	EL 03, EL 13, EL 15

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Parental Notice

- Abbreviation: PrntlNtc
- Description: The LEA's parental notice of rights and responsibilities required by *EC 48980* and *48981* which includes the information in 13.2 above: language acquisition and language programs offered, including SEI, and the local procedure for determining placement which demonstrates parent choice.
- Item Instructions: EL 13: The LEA's parent handbook or parent rights and responsibilities notice provided to all parents/guardians upon a child's enrollment. EL program placement must demonstrate parent's right to choose a program for their child.
- Related Items: EL 13

Program Request Process

- Abbreviation: PrgrmRqstPracs
- Description: Submit LEA board policy, administrative regulations, board adopted EL master plan (or EL plan) with processes and procedures for schools responding to parent requests for language acquisition programs.
- Item Instructions: EL 13: The process for parents to request an additional program must be present in board policies as well as the annual notice of parent and guardian rights and responsibilities.
- Related Items: EL 13

VII. Teaching and Learning

EL 14: ELD

- 14.0 As part of the standard instructional program provided through general funds, all identified ELs must receive a program of ELD instruction, which shall include designated and integrated ELD.
- (a) Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 *CCR* Section 11300 [a])
- (b) Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content

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standards. Integrated ELD includes specially designed academic instruction in English. (5 *CCR* Section 11300 [c])

- 14.1 ELD instruction must be designed for ELs to develop proficiency in English as rapidly and effectively as possible and to meet state priorities. (20 U.S.C. Section 6825 [c][1][A], *EC* sections 305, 306, 310; 5 *CCR* sections 11300 [a] and [c], 11309; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989)
- 14.2 Each LEA must take appropriate action to overcome language barriers that impede equal participation by students in instructional programs. Title III funds shall be used to supplement the standard instructional ELD program. (20 U.S.C. sections 1703 [f], 6825 [c][1][A]; *EC* sections 300, 305, 306, 310; 5 *CCR* sections 11302[a], 11309; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989)
- 14.3 ELD must be based on sound educational theory, implemented effectively with adequate resources and personnel, and evaluated for its effectiveness in overcoming language barriers. (20 U.S.C. Section 1703 [f]; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009–1010; 5 *CCR* Section 11309)

Evidence Requests

Designated ELD Program Description

- Abbreviation: DsgntdELDPrgmDscptn
- Description: A description of designated ELD programs, for all grades, transitional kindergarten through grade twelve (TK–12), and all ELP levels.
- Item Instructions: EL 14: Course descriptions, grouping, course placement, and expected objectives to progress into the next course.
- Related Items: EL 14

2022–23 English Learner Program Instrument

EL Instructional Scheduling

Abbreviation: InstrctnlSchdng

Description: Evidence of EL enrollment in ELD and the standard instructional program.

Item Instructions: EL 14: Provide a master or daily schedule for all sites under review. In addition, provide 3 redacted transcripts or schedules with current ELP level, for each secondary site under review.

Related Items: EL 14, EL 15

ELD Evaluation

Abbreviation: ELDEvltn

Description: An evaluation of whether the LEA's comprehensive ELD program has been implemented effectively and whether adjustments are needed to assist ELs in overcoming language barriers within a reasonable amount of time.

Item Instructions: EL 14: Include all supporting data (ELPAC, RFEP, EL graduation rates, etc.) and a report on analytical findings.

Related Items: EL 14

Instructional Materials

Abbreviation: InstrctnlMtrls

Description: A list of locally adopted and supplemental instructional materials for all courses in which ELs are enrolled, for all grades, with the funding sources.

Item Instructions: EL 14: See sample template for EL 07 and EL 14 in CMT Resource File.

Related Items: EL 07, EL 14

2022–23 English Learner Program Instrument

Integrated ELD Program Description

Abbreviation: IntgrdELDPrgmDscptn

Description: A description of integrated instructional strategies for all grades, TK–12, and ELP levels.

Item Instructions:

Related Items: EL 14

EL 15: Access to Standard Instructional Program

- 15.0 Academic instruction for ELs in grades TK–12 must be designed and implemented to ensure that ELs meet the LEA’s content and performance standards for their respective grade levels within a reasonable amount of time. Academic instruction may be facilitated by the SBE EL Roadmap policy.
- 15.1 Each LEA must ensure that ELs in middle and high school are not denied participation in the standard instructional program, meaning they cannot be denied any of the following:
- (a) Enrollment in the standard instructional program, which, at a minimum, consists of:
 - i. Core curriculum courses (reading/language arts, mathematics, science, and history/social science),
 - ii. Courses required to meet state and local high school graduation requirements, and
 - iii. Courses required for middle school grade promotion;
 - (b) Enrollment in a full course load of courses that are part of the standard instructional program, and
 - (c) Enrollment in courses that are not part of the standard instructional program but either meet the subject matter requirements for purposes of recognition for college admissions, or are advanced courses, such as honors or advanced placement courses.
- 15.2 Each LEA must monitor student academic progress and provide additional and appropriate educational services to ELs in grades TK–12 for the purposes of overcoming language barriers in each subject matter. Actions to overcome content academic barriers must be taken before the deficits become irreparable.

2022–23 English Learner Program Instrument

(20 U.S.C. sections 1703 [f], 6825 [c][1][B]; *EC* sections 305[a][2], 310; 33126, 60811.8; 5 *CCR* Section 11302[b]; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989.)

Evidence Requests

Combined EL Assessment, Placement, and Enrollment Data

- Abbreviation: CombAllELdata
- Description: Most recent ELP and academic assessment results and dates, and language acquisition program placement. Identify long term English learners (LTELs) or ELs at risk of becoming LTELs.
- Item Instructions: EL 15: Include all currently enrolled ELs in the LEA. See sample spreadsheet for EL 03, 13, and 15 in Resource Box.
- Related Items: EL 03, EL 13, EL 15

EL Access to the Standard Instructional Program

- Abbreviation: AcsSndrdInstrnlPrgm
- Description: Procedural guidelines and criteria for placement of ELs including newcomers in grades 6–12, at all proficiency levels, in the standard instructional program and interventions.
- Item Instructions:
- Related Items: EL 15

EL Instructional Scheduling

- Abbreviation: InstrctnlSchdng
- Description: Evidence of EL enrollment in ELD and the standard instructional program.
- Item Instructions: EL 15: Provide a master or daily schedule for all sites under review. In addition, provide 3 redacted transcripts or schedules with current ELP level, for each secondary site under review.
- Related Items: EL 14, EL 15

2022–23 English Learner Program Instrument

EL Student Progress Monitoring

Abbreviation: StdntPrgrsMntrng

Description: Description of progress monitoring and support services implemented for ELs in the standard instructional program.

Item Instructions: EL 15: Provide a description and three redacted samples from each site under review of individual EL student progress monitoring that includes interventions and objectives for exiting intervention programs.

Related Items: EL 15

Language Instruction in the Standard Instructional Program

Abbreviation: LngInstrctnCrCntnt

Description: Descriptions of how instructional strategies and materials in the standard instructional program classes are differentiated for ELs at different grade levels.

Item Instructions:

Related Items: EL 15



California Department of Education Federal Program Monitoring 2022-23 Notification of Findings

May 04, 2023

This is the official Notification of Findings (NOF) report of the review visit conducted by the California Department of Education (CDE). Because the methodology of the review involves sampling, it is not an assessment of all legal requirements. Nevertheless, the local educational agency (LEA) is responsible for operating its federal categorical programs in compliance with all applicable laws and regulations.

Local Educational Agency: Sacramento City Unified (3467439000000)

Review Date(s): 04/24/2023 - 05/04/2023

Regional Team Leader(s): Clement Mok, 916-319-0357

FPM Coordinator(s): Kelley Odipo, 916-643-9053
Olga Simms, 916-893-1289

Program Reviewed	Program Reviewer	Total Findings
Adjusted Cohort Graduation Rate (ACGR)	Wendy Jenkins	0
Adult Education (AE)	Shadidi Sia-Maat	0
Federal Stimulus Monitoring (CA)	Robert Bernstein, Lorene Euerle	3
Compensatory Education (CE)	Kyle Holmes, Micah Spangler	6
Career Technical Education (CTE)	Robert Wilson	2
Education Equity (EE)	Murjani McTier, Amy Fowler	8
Early Education Division (EED)	Cassandra Lewis	4
English Learner (EL)	Barbara Garcia	4
Expanded Learning Programs (EXLP)	Jen Taylor	3
Physical Education (PE)	Pernia Hassan	5
Supporting Effective Instruction (SEI)	Teresa Battenburg	1
Student Support and Academic Enrichment (SSAE)	Marquia Anderson	0
School Support and Improvement (SSI)	Kyle Holmes, Micah Spangler	2

The LEA is required to resolve each Federal Program Monitoring (FPM) finding within 45 calendar days which ends on 06/18/2023. Corrective actions made to resolve findings must be implemented at all sites in the LEA and the new procedures must be used in the future.

When a FPM finding cannot be resolved within this 45 calendar day period, the LEA submits a



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resolution agreement request using the "Resolution Agreement" process via CMT. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

NOTE: Copies of this report were distributed to the Agency. This is a public report and must be made available upon request. (California Public Records Act, Government Code section 6250)

Sites Reviewed	Programs Reviewed
Am Winn Preschool (6743)	EED
C. K. McClatchy High (34674393435419)	ACGR
California Middle (34674396059281)	CE, EL, PE, SSI
Charles A. Jones Education Center (Adult) (34674393430030)	AE
Elder Creek Children's Ctr (6743)	EED
Fern Bacon Middle (34674396059307)	CE, EL, SSI
Fr. Keith B. Kenny Preschool (6743)	EED
George Washington Carver School of Arts and Science (34674390101899)	ACGR
Hiram W. Johnson High (34674393434636)	ACGR, CE, CTE, EL, PE, SSI
John F. Kennedy High (34674393434768)	ACGR, CTE, EXLP
John H. Still (34674396059323)	CE, EL
Kit Carson International Academy (34674396061832)	EXLP
Leatata Floyd Preschool (6743)	EED
Luther Burbank High (34674393431012)	ACGR, CTE, EXLP
Pacific Elementary (34674396034193)	CE, EL, PE, SSI
Parkway Elementary (34674396034201)	CE, EL, SSI
Peter Burnett Preschool (6743)	EED
Rosemont High (34674390101972)	ACGR, CTE
Woodbine Elementary (34674396034334)	CE, EL, SSI

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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Monitoring Results by Program

Adjusted Cohort Graduation Rate

No program findings resulted from this monitoring review. No further action is required.

Adult Education

No program findings resulted from this monitoring review. No further action is required.

Federal Stimulus Monitoring

1. CA 04: Procurement

The LEA must follow appropriate procurement processes for its contracts. In addition, the LEA must demonstrate that it used arm's length bargaining and received a fair price for its contracts in accordance with federal and state requirements. Furthermore, the LEA must document that all procurement through noncompetitive proposals only occurred because the item was only available from a single source, an emergency would not permit a delay, the CDE expressly authorized noncompetitive proposals in writing, or after solicitation of sources, competition was deemed inadequate.

The LEA failed to provide the procurement documentation the CDE requested for a sample of its expenditures charged to ESSER I, GEER I, ESSER II, and ESSER III funds. As a result, the LEA is unable to substantiate that the appropriate procurement processes were followed for three ESSER I expenditures for \$181,070.50, three GEER I expenditures for \$2,935,266.90, six ESSER II expenditures for \$986,998.05, and two ESSER III expenditures for \$371,328.18; a total of \$4,474,663.63 in unsupported expenditures.

To determine whether the appropriate procurement processes were followed, the LEA must upload into the CMT the requested procurement documentation for review. If the LEA fails to upload the documentation, or the documentation does not meet federal requirements, the LEA may be required to use unrestricted funding source(s) to reimburse the federal programs up to \$1,358,326.23, including six ESSER II expenditures for \$986,998.05 and two ESSER III expenditures for \$371,328.18. The LEA may also be required to remit up to \$3,116,337.40 to CDE using an unrestricted funding source for the unsupported ESSER I and GEER I expenditures, which were required to be obligated by September 30, 2022.

2. CA 05: Equipment/Inventory Management

The LEA must maintain documentation to substantiate that all equipment purchases are reasonable, necessary, and allowable in accordance with federal state and program requirements. Also, an LEA must establish and maintain a historical inventory system for equipment with an acquisition cost of \$500 or more per unit, which contains all required

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elements as specified in 2 CFR 200.313(d)(1) and the LEA must conduct a physical inventory of the property and the results must be reconciled with the property records at least once every two years. In addition, the LEA must obtain prior written approval from CDE for capital expenditures to be allowable; and, the LEA must follow applicable construction regulations. The LEA must ensure heating, ventilation, and air conditioning (HVAC) systems require the use of American Society of Heating, Refrigeration, and Air Conditioning Engineer (ASHRAE) standards and the LEA must ensure every contract for minor remodeling, renovation, repair, or construction contracts in excess of \$2,000 contains a provision stating the prevailing wages that must be paid to laborers and mechanics that are not less than those established for the locality of the project.

The LEA failed to provide documentation to show a complete inventory that includes all equipment purchased with Federal Stimulus funds. For example, the LEA purchased interactive display technology, picnic tables, cargo containers, firewall technology, and air filtration systems using Federal Stimulus funds with ESSER I (RC 3210) and ESSER III (RC 3213); however, the items were not properly documented on the LEA's inventory to substantiate the total of \$206,136.87 in equipment purchased with Federal stimulus funds.

The LEA must update its equipment inventory listing to include all equipment purchased with a price of \$500 or more with ESSER I and ESSER III funding.

3. CA 08: Equitable Services

The LEA is responsible for providing equitable services in the same manner as provided under section 1117 of the ESEA of 1965 to students and teachers in non-public schools (NPS) and conducting a consultation to ensure the NPS wished to participate in the ESSER I and GEER I program. Also, the LEA is responsible for maintaining control of funds for the services and assistance provided to a non-public school and title to materials, equipment, and property purchased with such funds.

The LEA failed to provide sufficient documentation to show that expenditures were allowable for goods and services provided to an NPS (CBHS) totaling \$40,000 in accordance with ESSER I (RC 3210) program requirements.

The LEA must upload evidence to substantiate that expenditures at the NPS (CBHS) were allowable from the ESSER I program. Pending the results of the review of the uploaded documentation or if the LEA fails to upload the requested documentation, the LEA may be required to remit up to \$40,000 to CDE using unrestricted funds, as ESSER I was required to be obligated by September 30, 2022.

Compensatory Education

1. CE 05: Schoolsite Council Composition

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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The School Site Council (SSC) members are selected by their peers. In elementary schools, half the members shall consist of the principal, classroom teachers, and other school personnel. Classroom teachers shall make up a majority of this group. The remaining half of the members shall consist of parents or other community members selected by parents; and, in secondary schools, half of the members shall consist of the principal, classroom teachers, and other school personnel. Classroom teachers shall make up a majority of this group. The remaining half of the members shall consist of equal numbers of students selected by students, and parents or other community members selected by parents.

During review of the documentation uploaded for Pacific Elementary, evidence of all Parent/Community SSC members being selected by their peers was not provided.

The LEA must submit the following evidence for resolution: Evidence of peer selection for the requested Parent/Community SSC members at Pacific Elementary.

2. CE 06: School Site Activities

An eligible school operating a SWP shall develop a comprehensive plan, to be consolidated into a single plan, known as the SPSA (school plan) in California, pursuant to section 64001(a) of the California Education Code. The school plan shall remain in effect for the duration of the school's participation under this part and shall be regularly monitored and revised as necessary based on student needs. The school plan shall be based on a comprehensive needs assessment of the entire school that takes into account information on the academic achievement of children in relation to the challenging state academic standards, particularly the needs of those children who are failing, or are at risk of failing, to meet the challenging state academic standards and any other factors as determined by the LEA. The comprehensive needs assessment shall include an analysis of verifiable data, consistent with all state priorities and informed by all indicators, as applicable. The school plan shall include a description of methods and instructional strategies that strengthen the academic program in the school, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, address the needs of all children in the school, particularly the needs of those at risk of not meeting the challenging state academic standards, and provide opportunities for all children to meet the challenging state academic standards. The school plan shall include goals set to improve pupil outcomes, including addressing the needs of pupil groups as identified through the needs assessment. The school plan shall include evidence-based strategies, actions, or services. The school plan shall include proposed expenditures, based on the projected resource allocation from the governing board or body of the LEA, to address the findings of the needs assessment. The school plan required by this section shall be reviewed annually and updated, including proposed expenditure of funds allocated to the school through the consolidated application and the LCAP, if any, by the SSC.

In reviewing the SPSAs for Hiram Johnson, Pacific Elementary, California Middle, John Still, Parkway Elementary, Fern Bacon Middle, and Woodbine Elementary, the plans do not adequately outline evidence based strategies, actions or services to address the findings of comprehensive needs assessments or clearly propose expenditures to support these strategies. In reviewing ledgers and interviewing SSCs, site plans are not being regularly monitored and revised (including proposed expenditures) as necessary based on student needs.

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The LEA must submit the following evidence for resolution: drafts of the 2023-2024 SPSAs for each of the sampled sites that clearly outlines evidence based strategies, actions and services to address each school's comprehensive needs assessment, as well as proposed expenditures to support these strategies. Additionally, the LEA must submit policies and procedures for a SPSA revision process to ensure SPSAs are regularly monitored and revised as necessary to support student needs.

3. CE 11: Allowable Use of Funds

The LEA shall ensure the activity/expenditure is aligned to meet the challenging State academic content standards. The LEA shall ensure the activity/expenditure is an evidenced-based educational strategy. The LEA shall ensure that costs charged to the program(s) under Title I are reasonable, necessary, and allocable in accordance with applicable statutes, regulations, and program plan(s). For schools that are operating a program that requires a school plan, the LEA shall ensure that the activity/expenditure is included in the school plan.

After reviewing SPSAs, general ledgers, time and effort documentation and conducting interviews, it was determined that not all of the LEA's Title I expenditures are allowable.

To resolve this finding, the LEA must submit:

Duty statements for HEDEGARD, S', ALLEN, K, HANSEN, E that clearly identify the duties from each funding source, or a journal entry demonstrating the reversal of Title I salary and benefits for the 2022-2023 school year.

Evidence that the Hiram Johnson HS SSC budgeted for these expenditure. If the SSC was not consulted, a journal entry demonstrating the reversal of Title I funds from an unrestricted funding source:

P22-03831 CDW GOVERNMENT 97407580 EX23-01431 CHROMEBOOKS/PRINTERS
07/27/22 10,437.52

P23-00259 SDI INNOVATIONS INC dba SCHOOL DATEBOOKS EN23-02645 STUDENT
PLANNERS FOR 2022-23 07/29/22 9,975.89

P22-03831 CDW GOVERNMENT 97412159 EX23-15448 CHROMEBOOKS/PRINTERS
02/02/23 4,564.37

P23-01919 APPLE INC EN23-05647 LAPTOPS FOR MEDIA CLASS 09/13/22 25,370.09

PARRA, O - School Community Liaison (100% Title I funded)

Journal entries demonstrating reversal of the following non-allowable expenditures from an unrestricted funding source:

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John H. Still

CHB23-00363 ODP BUSINESS SOLUTIONS LLC EN23-09570 SCHOOL SUPPLIES 11/02/22
\$30,000.00

P23-00808 AMAZON CAPITAL SERVICES EN23-07053 AMAZON-HEADPHONES 09/29/22 for
\$434.91

DR23-00257 EX23-08543 BUSINESS CARDS FOR JOANNA EVANS 10/19/22 for \$50.88

DR23-00610 EX23-18936 READMITS/EARLY DISMISSALS 03/22/23 for \$503.60

Salary and benefits for LYNCH, E. - Science Teacher's Title I funding

Parkway Elementary

P23-01822 AMAZON CAPITAL SERVICES EN23-12398 Tech for admin 12/13/22 for \$67.85

R23-05271 LAKESHORE LEARNING MATERIALS EN23-23996 04/13/23 for \$4,274.97

R23-05469 GOPHER SPORT EN23-24661 PE 04/14/23 for \$1,494.59

P23-02600 DELTA WIRELESS INC EN23-19826 03/14/23 for \$3,250.04

R23-04351 CDW GOVERNMENT EN23-21012 EPSON 03/23/23 for \$5,888.27

Fern Bacon

Salary and benefits for FERGUSON, J's non-allowable sections of Media

4. CE 13: Comparability of Services

The LEA shall have written assurances/policies showing comparability of services across district schools. The assurances shall address the following items: (1) LEA-wide salary schedule; (2) a policy to ensure equivalence among schools in teachers, administrators, and other staff; and (3) a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. The LEA shall develop procedures for compliance and shall maintain records that are updated biennially to demonstrate compliance and maintain data to support allowable exclusions of funds and/or staff from the calculations.

During the review, Sacramento City Unified provided a comparability of services calculation form indicating several school sites within the district were not comparable.

In order to resolve this item, the LEA must submit a current comparability of services calculation

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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form demonstrating comparability of all school sites OR submit a plan that aligns with district policy to address and correct the comparability issue prior to the upcoming 2023-2024 school year.

5. CE 15: Local Educational Agency Equipment Inventory

The LEA spending Title I, Part funding on equipment shall maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500 or more per unit. The record must describe all elements of CE 15. The LEA must conduct a physical inventory of the property and the results reconciled with the property records at least once every two years.

During the review, Sacramento City Unified submitted an equipment inventory that does not match or include several of the items on the inventory submitted 10/26/2021 as part of the 2020-2021 FPM review, including Apple and HP computers. Additionally, it did not contain items purchased during the 2022-2023 school year, such as the Apple computers purchased by Hiram Johnson High School.

The LEA must submit the following evidence for resolution: A narrative explaining the discrepancy OR a revised inventory that reflects all items costing \$500 or more purchased with Title I, Part A funds throughout the district.

6. CE 19: School Site Evaluation of Program Effectiveness

A school operating a SWP shall annually review and regularly monitor the implementation of, and results achieved by, the program, using data from the state's annual assessments and other indicators of academic achievement to determine whether the program has been effective in increasing the achievement of students in meeting the challenging state academic standards, particularly for those students who had been furthest from achieving the standards. The school must update and revise the plan, as necessary, based on the results of the regular monitoring and annual review, to ensure continuous improvement of students in the program.

In reviewing SPSAs and evaluation material, Hiram Johnson, California Middle, John Still, Parkway Elementary, and Fern Bacon did not use data to determine whether the program has been effective in increasing the achievement of students.

The LEA must submit the following evidence from Hiram Johnson, California Middle, John Still, Parkway Elementary and Fern Bacon for resolution: Evaluation report and evidence used to determine which Title I program actions and strategies are improving student achievement. Identify what is working or not working, and note modifications made to improve services. Additionally, the LEA must provide records (e.g., agendas, meeting minutes, sign-in sheets, etc.) of SSC's involvement in evaluating the effectiveness of Title I, Part A funded programs and services specified in the SPSA.

Career Technical Education

1. CTE 05: Fiscal Requirements: Inventory

5.1 - Historical inventory records must include a description of the property; a serial number

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or other identification number; the source of property; who holds title; the acquisition date and cost of the property; percentage of federal participation in the cost of the property; the location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property.

5.2 -A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

SCUSD did not provide documentation of a policy to address historical inventory records or a procedure to track physical inventory.

To clear this finding, SCUSD must submit policies that address historical inventory records and procedures for a physical inventory that will be conducted at least once every two years for items purchased with Perkins grant funds.

2. CTE 07: Programmatic Requirements: Sufficient Scope and Quality

(7.4) The State Board-approved CTE plan requires that each LEA receiving Perkins V grant funds will ensure that all courses in all CTE programs are aligned with the State's CTE Model Curriculum Standards and Framework, focusing on current or emerging high skill, high wage, or high demand occupations, and include planned career awareness and exploration experiences. The plan shall integrate the development of CTE and academic skills in order to prepare students for immediate employment upon graduation and for further education or training by providing practical application and experience through actual or simulated work-based learning assignments.

SCUSD did not submit course outlines for all the CTE courses in its pathways and thus did not meet the requirements listed above.

SCUSD must submit a course outline for each CTE courses in each pathway, appropriately formatted to show that it is meeting the requirements listed above.

Education Equity

1. EE 01: Prohibition of Discrimination, Harassment, Intimidation, and Bullying

The LEA's nondiscrimination, harassment, intimidation, and bullying policies shall be readily accessible in a prominent location on the LEA's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The LEA must have an implemented complaint process to receive and investigate complaints of discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics. The LEA must publicize adopted policies that prohibit discrimination, harassment, intimidation, and bullying, including information about the manner in which to file a complaint, to pupils, parents/guardians, employees, the governing board, and the general

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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public. The information shall be translated pursuant to EC section 48985. LEAs shall also include a notice of nondiscrimination policies in any publications used in connection with the recruitment of pupils or employees.

Based on the documents provided by the Agency, the Program is unable to assess the Agency's compliance under the legal requirements of this section. The Agency's current policy for Pupil Complaints Policy and Procedures is missing required language. Consequently, the translated policies are noncompliant as is the bullying grievance procedures. Additionally, although the Agency met the requirements in its Nondiscrimination, Harassment, and Intimidation policy under this section, further documentation is needed to assess if the Agency has posted this policy effectively on its website.

The Agency must submit to the CMT the following documents so that compliance may be assessed: 1) legible screenshots of the Nondiscrimination, Harassment, and Intimidation Policy Website Postings; 2) Pupil Cyberbullying Complaint Procedures; 3)

updated and board approved Pupil Complaints Policy and Procedures; and 4) Translated Pupil Complaints Policy and Procedures. The Agency must adhere to the addenda and dissemination process to inform stakeholders of its policy updates and amended publicized materials. Proof of dissemination of said materials and addenda to parents/guardians, students and staff must also be provided.

2. EE 02: Prohibition of Sexual Harassment

The LEA shall provide a copy of the written policy to all pupils as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable. A copy of the LEA's written policy on sexual harassment shall be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. A copy of the LEA's policy shall appear in any publication that sets forth the comprehensive rules, regulations, procedures, and standards for conduct for the LEA. The LEA, serving pupils in any grades 9 through 12, inclusive, shall create a poster that notifies pupils of the applicable written policy on sexual harassment.

Based on the documents provided, although the Agency does maintain policies and procedures for sexual harassment complaints under Title IX, providing notice to parents/guardians, staff and students of such policies and procedures was not demonstrated. Additionally, the Agency did not provide sufficient documentation of their sexual harassment posters, and training provided to all staff that conduct Title IX grievances. Lastly, the Agency's current Nondiscrimination policy does not incorporate assurances for the prohibition of Sexual Harassment in its educational activities and supporting programs.

Agency must submit to the CMT the following documents so that compliance may be assessed: 1) publicized materials (i.e., Employee Handbook, Annual Notification, Student/Parent/Guardian Handbook(s) containing AR5145.71, BP 5145.3; 2) general nondiscrimination policy aligned with the Agency's Sexual Harassment policy (BP5145.3) updated and board approved; 3) proof of

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training for all members of Title IX grievance team; 4) written determination template; and 5) sexual harassment posters. The Agency must also use the addenda process to inform stakeholders of its changes to its Nondiscrimination Policy and its updates of various publications. Proof of dissemination of the addenda and the corresponding publicized materials to parents/guardians, students, and employees, must be provided in order to resolve findings under this section.

3. EE 03: Suicide Prevention and Pupil Safety

The governing board or body of a LEA that serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017–18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive and shall be readily accessible in a prominent location on the LEA’s existing internet website in a manner that is easily accessible to parents/guardians and pupils. The governing board or body of a LEA that serves pupils in kindergarten and grades 1 to 6, inclusive, shall, before the beginning of the 2020-21 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive and shall be readily accessible in a prominent location on the LEA’s existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy. Commencing October 1, 2020, a public school, including a charter school, or a private school, that serves pupils in any of grades 7 to 12, inclusive, and that issues pupil identification cards shall have printed on either side of the pupil identification cards the telephone number for the National Domestic Violence Hotline: 1-800-799-7233.

Based on the documents provided, the Agency did not meet the legal requirements under this section. The Suicide Prevention Board Policy for students K-6 and 7-12 did not provide all assurances to pupils. Consequently, without a compliant policy, the Agency’s website, where it is required to maintain a K-6 and 7-12 policy is also out of compliance. Pupil identification cards provided to students for those schools under review were inconsistent in providing all the required information or were not submitted for review.

The Agency must submit to the CMT the following documents so that compliance may be assessed: 1) revised Suicide Prevention Board Policy (BP 5141.52) for grades 7 - 12; 2) Suicide Prevention Board Policy for K – 6 at a 6th grade readability as per the Flesch-Kincaid standard; 3) Suicide Prevention Policy Website Postings, demonstrating the click path from the Agency’s homepage to the landing page indicating two links whereby each portion or each policy can be found; and 4) Pupil Identification cards for Hiram Johnson & Fern Bacon. The Agency must also use the addenda process to amend publicized materials and inform stakeholders of its changes to its Suicide Prevention Board Policy. Proof of dissemination of the addenda to parents/guardians, students, and employees, must be provided in order to resolve findings under this section.

4. EE 05: Section 504 Complaint Procedures

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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An LEA that employs fifteen or more persons shall designate at least one person to coordinate its efforts to comply with this part. The LEA must adopt and publish a complaint procedure providing for prompt and equitable resolution of student and employee complaints alleging any discrimination based on sex or disability.

Based on the documents provided, the Agency did not demonstrate compliance under this section. Although the Agency maintains a current board policy and administrative regulation with the rights and options afforded to students in the standards and practices of Section 504, the Agency did not demonstrate compliance in notifying students, parents/guardians and staff of those rights and options in its various publicized materials.

The Agency must submit to the CDE Monitoring Tool the following all publicized materials provided to parents/guardians, students and staff with its 504 policy and grievance procedures. The Agency must adhere to the addenda process to inform stakeholders of its Section 504 policy and procedures, as well as demonstrate that it has amended its various publicized materials. Proof of dissemination of the addenda & associated publicized materials to parents/guardians, students, and employees, must be provided in order to resolve findings under this section.

5. EE 07: Immigration and Citizenship

The LEA shall report to the responsible governing board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws in a manner that ensures confidentiality and privacy of any potentially identifying information. If an employee of a school is aware that a pupil's parent or guardian is not available to care for the pupil, the school shall first exhaust any parental instruction relating to the pupil's care in the emergency contact information it has for the pupil to arrange for the pupil's care. A school is encouraged to work with parents or guardians to update the emergency contact information and not to contact Child Protective Services to arrange for the pupil's care unless the school is unable to arrange for care through the use of emergency contact information or other information or instructions provided by the parent or guardian. The LEA's governing board shall provide information to parents and guardians, as appropriate, regarding their children's right to a free public education, regardless of immigration status or religious beliefs and educate pupils about the negative impact of bullying other pupils based on their actual or perceived immigration status or their religious beliefs and customs.

All LEAs shall adopt policies based on the model policies developed by the Attorney General's Office (Guidance), or equivalent policies.

Based on the evidence provided, the Agency did not demonstrate compliance under this section. Various immigration policies did not meet the Attorney General's guidelines or were not provided for review. Training of staff and students regarding hate crimes and bullying associated with the immigration experience and or religious and cultural differences was not provided for assessment.

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The Agency must submit to the CDE Monitoring Tool the following documents so that compliance may be assessed: 1) Immigration Status, Citizenship Status, and National Origin Information; 2) Training Related to Hate Crimes and Bullying; 3) Monitoring and Receiving Visitors onto Campus; 4) Information Sharing; 5) Annual Notification – Pupil Directory Information; 6) Response to Hate Crimes and Bullying; 7) “Know Your Educational Rights”; 8) Parental Notifications of Immigration-Enforcement Actions; 9) Response to the Detention and Deportation of a Pupil’s Family Member; 10) Annual Notification – General Information Policy; 11) Collecting and Retaining Pupil Information; 12) Response to On-Campus Immigration Enforcement; and 13) Social Security Numbers or Cards. The Agency must review and follow the feedback provided in the comments, regarding the specific next steps for evidence requests under this section.

6. EE 08: Curriculum Instruction and Counseling Materials

An LEA that uses testing or other materials for appraising or counseling pupils shall not use different materials for pupils on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability unless such different materials cover the same occupations and interest areas, and the use of such different materials is essential to the elimination of bias and discrimination.

Based on the documents provided by the Agency, the Program is unable to assess the Agency’s compliance under the legal requirements of this section. More specifically, the Agency did not provide Academic, Career, and Guidance Counseling Materials for review.

The Agency must submit to the CDE Monitoring Tool its Academic, Career, and Guidance Counseling Materials so that compliance may be assessed. The Agency must adhere to the addenda and dissemination process to inform staff, parents/guardians and students of the updates as well as provide proof of dissemination.

7. EE 09: Pupil Activities, Clubs and Programs

An LEA shall not provide or otherwise carry out any of its extracurricular or activities separately or require or refuse participation therein by any of its pupils on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. All pupil clubs shall have equal access to LEA facilities to conduct a meeting and a fair opportunity to meet within the limited open forum of the LEA, if the LEA has a limited open forum.

Membership in student clubs must be open to all pupils regardless of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. A pupil shall be permitted to participate in sex-segregated school programs and activities and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil’s records.

Based on the documents provided by the Agency, the Program is unable to assess the Agency’s compliance under the legal requirements of this section. The Agency’s current board policy regarding Pupil Activities, Clubs, and Programs does not meet the requirements. Additionally, not all requested materials pertaining to activities, clubs, and programs offered by the Agency

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were provided for review.

The Agency must submit to the CDE Monitoring Tool the following documents so that compliance may be assessed: 1) Pupil Activities, Clubs, and Programs Policy; and 2) Activities, Clubs, and Program Materials. The Agency must adhere to the addenda process to inform stakeholders of its policy updates, as well as demonstrate that it has amended its various publicized materials. Proof of dissemination of the addenda & associated publicized materials to parents/guardians, students, and employees, must be provided in order to resolve findings under this section.

8. EE 10: Athletics

No person shall on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise discriminated against in interscholastic, intramural, or club athletics. The LEA shall not, on the basis of sex, exclude from participation in, or deny equivalent opportunity in, athletic programs.

LEA shall ensure that Athletic programs supported by public funds provide equal opportunity to both sexes for participation and for use of facilities. The LEA accommodates the interests and abilities in athletics of both sexes. An LEA which only provides one team in a particular sport for members of one sex but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have previously been limited, members of the excluded sex must be allowed to try out and compete with the LEA's team. The same standards for eligibility shall be applied to every pupil trying out for a team. The LEA ensures that each public elementary school, secondary school, and charter school offering competitive athletics shall make all of the following information publicly available at the end of the school year: (1) total enrollment of the school, classified by gender; (2) number of pupils enrolled at the school who participate in competitive athletics, classified by gender; and (3) number of boys' and girls' teams, classified by sport and competition level. The information shall reflect the total number of players on a team roster on the first official day of team competition. This information shall be posted on the school's internet website, or if the school does not maintain an internet website, on the district or charter school operator's internet website and the information for each school shall be disaggregated by school site. All materials used to compile each school's information shall be retained by the school for a minimum of three years after the information is posted on the Internet. If the LEA reduces its athletic budget, it does so consistently with its legal obligation to comply with both state and federal gender equity laws.

Based on the documents provided by the Agency, the Program is unable to assess the Agency's compliance under the legal requirements of this section. Evidence provided was insufficient and required further documentation.

The Agency must submit to the CDE Monitoring Tool the following documents: 1) Athletic Eligibility; 2) Athletic Recruitment and Participation Materials; 3) Athletic Rosters; 4) Athletics Webpage; 5) Athletic Facility Site Maps; 6) Athletic Competition Schedules; and 7) Athletic Fiscal Records. The Agency must review and follow the feedback provided at the evidence level. The addenda must be used to inform stakeholders of any changes to its athletic publication(s). Proof of dissemination of the addenda and updated publication(s) to

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parents/guardians, students, and employees, must be provided in order to resolve findings under this section.

Early Education Division

1. EED 06: Recording and Reporting Attendance

The parent (or other adult authorized by the parent to drop off/pick up a child), or the designated staff person (responsible for entering the times of arrival and departure if the child is not dropped off/picked up by a parent or other adult authorized by the parent) shall enter the time of arrival and departure on a sign-in and sign-out sheet and shall sign the sheet using their full (legal) signature.

In the review of sign-in and out sheets for January 2023 and classroom sign-in and out sheets at Elder Creek, Father Keith B. Kenney, Leataata Floyd, and Peter Burnett preschools, it is evident that:

1. Parents, or other adults authorized by the parent to drop off or pick up children, do not sign-in and out using their full signature.
2. At least four (4) parents signed-in and out upon arrival.

To resolve this item, the district must submit to the CDE via the CMT:

1. Written procedures that will ensure the correction of this item.
2. Documentation of staff and parent training on said procedures.
3. Written procedures of a quality control system that will ensure ongoing compliance.
4. One (1) month of samples from 15 classrooms of compliant work with evidence that signatures are full (legal) signatures.

2. EED 07: Parent Involvement and Education

The parent involvement program shall include the following: 1) an orientation for parents that includes topics such as program philosophy, program goals and objectives, program activities, eligibility criteria and priorities for enrollment, family fee requirements, and due process procedures; 2) at least two individual conferences with the parent(s) per year; 3) parent meetings with program staff; 4) an open-door policy that encourages parents to participate in the daily activities whenever possible; 5) a parent advisory committee that advises the contractor on issues related to services to families and children; and 6) sharing information between staff and parents concerning the child's progress.

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Per the review of written materials for parents, parent conference sheets, and interviews with staff members, evidence for the following parent involvement activities was not available: 1) an orientation for parents that includes topics such as program philosophy, program goals and objectives, program activities, eligibility criteria and priorities for enrollment, family fee requirements, and due process procedures; 2) parent conferences with content individualized for each child; 3) an open-door policy that encourages parents to participate in the daily activities whenever possible; and 4) parent advisory committee that advises the contractor on issues related to services to families and children.

To resolve this item, the district must submit to the CDE via the CMT a corrective action plan (CAP) that will ensure completion of all required parent involvement activities. For the CAP, include the activity, actions required to implement the activity, staff member responsibilities, timelines, evaluation, and follow-up.

3. EED 11: Environment Rating Scales

For each environment rating scale completed, the district must achieve a minimum average score of 5.0, which is "Good," on each subscale.

As evident in the classroom observation on April 25, 2023, the subscale Personal Care Routines scored a 2.67. Therefore, a score of 5.0 on the Early Childhood Environment Rating Scale–Revised was not achieved.

To resolve this issue, the district must submit to the CDE via the CMT:

1. Documentation that the subscale Personal Care Routines achieves a score of 5.0. Include a score sheet for the identified subscale and photos depicting improvements made.
2. Evidence of staff training on the storage of hazardous materials in the classroom. Include agenda, content, and documentation of staff participation.

4. EED 13: Developmental Profile

The district must use information from the Desired Results Developmental Profile (DRDP) to plan and conduct age and developmentally appropriate activities for enrolled children.

Per the review of completed DRDPs, lesson plans, interviews with staff members, and classroom observations on April 25 – 27, 2023, it is evident that information obtained from the DRDPs is not consistently used to plan and conduct developmentally appropriate activities for children enrolled in the program.

To resolve this item, submit to the CDE via the CMT:

1. Written procedures for teaching staff on a lesson planning process to ensure that the

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information obtained from the DRDP is used to develop activities for children. Ensure that teacher observations are used to complete the child's DRDP.

2. Written monitoring procedures to ensure that planned activities are conducted in the classroom.
3. As evidence of compliant work, submit from three (3) classrooms one (1) month of completed lesson plans. Include completed DRDP(s) for one (1) child or a cohort, with a summary describing how the planned activities are derived from the DRDP(s) of the child or cohort. Include in the lesson plans the child or cohort's strengths and challenges.

English Learner

1. EL 01: English Learner Advisory Committee (ELAC)

A school site with 21 or more English learners (ELs) must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements: (a) parent members are elected by parents or guardians of ELs, (b) parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body, (c) the ELAC shall be responsible for assisting in the development of the schoolwide needs assessment and ways to make parents aware of the importance of regular school attendance, (d) the ELAC shall advise the principal and staff in the development of a site plan for ELs and submit the plan to the school site council for consideration for inclusion in the School Plan for Student Achievement (SPSA), (e) the ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. A school may designate an existing school-level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in "b", above. Each ELAC has the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC) or participants in a proportionate regional representation scheme when there are 31 or more ELACs in the local educational agency (LEA).

After a review of the submitted agendas, sign-in sheets, meeting minutes, and interviews with EL parents from only three of the seven sites reviewed, it is determined that not all sites have a functioning ELAC. Most of the sites under review cite that recruiting EL parents continues to be a struggle. Four of the seven sites under this review have combined their ELAC with the School Site Council but still could not meet the EL parent composition requirement in "b" above.

Sacramento City Unified School District (SCUSD) must submit into the CDE Monitoring Tool (CMT) the following:

1. Evidence of established policies and procedures and an action plan to develop and sustain meaningful EL parent participation to meet the legal requirements for ELACs at all qualifying school sites in SCUSD.

Note: Based on the CDE review of the resolution documentation provided by SCUSD, further

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documentation may be requested.

2. EL 03: EL Identification and Assessment

Each LEA must properly identify and assess all students who have a home language other than English. At or before the time of a student's initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment. Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed as specified in the pupil's IEP.

After a review of the submitted home language surveys, EL student data, and EL student IEPs, it is determined that the most recent ELP assessment was not always included in EL student IEPs and that designated supports and/or accommodations during the ELPAC assessment, in accordance with the pupil's IEP or Section 504 plan, are not consistently addressed in EL student IEPs.

Sacramento City Unified School District (SCUSD) must provide in CMT up-to-date policies, procedures, and processes related to identifying and tracking all students in the LEA that should be administered the ELPAC, including ELs with IEPs, and the policy for ensuring that the IEP section for supports and accommodations during the ELPAC assessment is completed appropriately.

Note: Based on the CDE review of the resolution documentation provided by SCUSD, further documentation may be requested.

3. EL 10: Reclassification

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Each local educational agency (LEA) must reclassify a student from English Learner (EL) to proficient in English by using a process and criteria that include the following: (a) assessment of English Language Proficiency, (b) teacher evaluation that includes but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student, (c) opportunities for parent opinion, consultation, and involvement during the reclassification process, and (d) comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student's permanent record: (a) language and academic performance assessments; (b) participants in the reclassification process; and (c) any decisions regarding reclassification. Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed.

A sortable spreadsheet of all students in the LEA reclassified beginning in 2018–19 through the current year was not provided for review. A review of the other documentation provided, including reclassification forms and notification letters to parents, shows inconsistent documentation to support parent involvement in the reclassification process and that the Sacramento City Unified School District (SCUSD) Reclassification Notification Letter (2022-23) sent to parents in December 2022, incorrectly states that after reclassification a child's progress will be monitored for only two years (reviewer does note that documentation provided by the LEA for other EL evidence items correctly states the monitoring period after reclassification will be four years).

SCUSD Sacramento City Unified School District must submit the following evidence to the CDE Monitoring Tool (CMT):

1. A sortable spreadsheet listing all students in the LEA who were reclassified beginning in 2018-19 through the current year. Please see the EL-10_Sample RFEP Data Request Spreadsheet in the CDE Box. The data should include: local student ID; school site; grade level; ELPAC test date; ELPAC summative score; RFEP date; current status showing courses failed or standard not met; interventions (if applicable). For those students reclassified through the IEP process, please notate in a separate column.
2. A revised Reclassification Notification Letter showing the correct monitoring period of four years.
3. Written processes and procedures for ensuring each school site thoroughly documents and maintains the following documentation in the student's permanent record: (a) language and academic performance assessments; (b) participants in the reclassification process; and (c) any decisions regarding reclassification.

Note: Based on CDE review of the resolution documentation provided by SCUSD, further

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documentation may be requested.

4. EL 14: ELD

As part of the standard instructional program provided through general funds, all identified English Learners (ELs) must receive a program of English Language Development (ELD) instruction, which shall include designated and integrated ELD: a) Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (b) Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specially designed academic instruction in English. ELD instruction must be designed for ELs to develop proficiency in English as rapidly and effectively as possible and to meet state priorities. Each LEA must take appropriate action to overcome language barriers that impede equal participation by students in instructional programs. Title III funds shall be used to supplement the standard instructional ELD program. ELD must be based on sound educational theory, implemented effectively with adequate resources and personnel, and, after a trial period, evaluated for its effectiveness in overcoming language barriers.

Since this review took place during a testing period for several of the sites under review, classroom observations for designated ELD did not take place at one site due to conflicting schedules, however, classroom observations for integrated ELD took place at all sites.

The review of documentation provided at Fern Bacon Middle School shows no designated ELD sections. English learners are clustered into content subjects, but this is integrated ELD, not designated ELD. Observation of one of these classes showed that the focus of the instruction in those sections was on the content standards, not the ELD standards.

Beginning with the 2023-24 school year, SCUSD must regroup English learners at Fern Bacon and any other site employing this model of designated ELD instruction to ensure that English learner students have a separate, dedicated ELD instructional block where the focus is on the California ELD standards, and linguistic forms and functions of English.

Sacramento City Unified School District (SCUSD) must submit into the CDE Monitoring Tool (CMT) the following:

1. A new master schedule for Fern Bacon showing where English learners of all language proficiency levels are placed for designated ELD, separate from other core content classes.
2. A description of each course in the designated ELD sequence including the proficiency levels of all the students enrolled, the curriculum used, the assessments used to monitor interim English acquisition, and the criteria for movement to the next course.
3. A student roster for each of the designated ELD classes with the student ID number and the English Language Acquisition Status of each student enrolled in each section as well as the teacher's first and last names.

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4. Three sample lesson plans for each new course.

After this evidence is submitted, CDE will randomly select five students for whom a current schedule and transcript must be provided to verify that the students are enrolled in a designated ELD course that meets the requirements.

Note: Upon the CDE review of resolution evidence provided by the LEA, further documentation may be requested.

Expanded Learning Programs

1. EXLP 03: Serves Eligible Students in Appropriate Grade Levels

The LEA/grantee agency serves eligible students for ASES in kindergarten and grades one through nine, inclusive, at participating public and charter schools.

On May 2, 2023, during onsite observation of Kit Carson, the EXLP Reviewer observed that the program was serving students in grades 10 and 11 for the ASES program. Additionally, these grades were listed on the ASES attendance sheet during the observation.

The LEA/grantee agency must submit evidence that the site serves eligible students for ASES in kindergarten and grades one through nine. This includes 2 weeks of ASES attendance sheets (May 8, 2023-May 19, 2023) reflecting the eligible students in appropriate grade levels.

2. EXLP 09: Funding Direct Services to Students

The LEA/grantee agency allocates no less than 85 percent of total grant amount to the school sites for direct services to pupils. The agency spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.

After reviewing documentation submitted, there was not enough evidence to substantiate if the LEA/grantee agency allocates no less than 85 percent of total grant amount to the school sites for direct services to pupils and spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.

The LEA/grantee agency must submit detailed percentage breakdowns and general ledgers for ASES Funding (FY 2021-22) for Kit Carson that show at least 85 percent of expenditures were direct services to students and no more than 15 percent is spent on administrative costs, which includes any indirect costs.

The LEA/grantee agency must submit detailed percentage breakdowns and general ledgers for ASSETs Funding (FY 2021-22) by site level for Kennedy High School and Burbank that show at least 85 percent of expenditures by were direct services to students and no more than 15

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percent is spent on administrative costs, which includes any indirect costs.

This requirement applies to the LEA and subcontracted partners. If evidence submitted does not reflect statutory requirements on direct and administrative costs, the agency may have to reverse funding/make funding transfers to meet requirements.

3. EXLP 11: Supplement not Supplant

The LEA/grantee agency uses categorical funds only to supplement, not supplant, state and local funds.

After reviewing documentation submitted, there was not enough evidence to substantiate if the LEA/grantee agency uses categorical funds only to supplement, not supplant, state and local funds.

The LEA/grantee agency must submit subcontractor agreements with detailed fiscal records for ASES (Kit Carson) and ASSETs (Kennedy High School and Burbank High School) including general ledgers and time and effort records for FY 2021-2022. If evidence submitted does not reflect statutory requirements on supplement, not supplant, the agency may have to reverse funding/make funding transfers to meet requirements.

Physical Education

1. PE 01: Instruction—Elementary School

Local Education Agencies (LEAs) must provide instruction to pupils in grades one through six, inclusive, in physical education (PE) for a total period of time of not less than 200 minutes each 10 school days exclusive of recesses and the lunch period.

Based on the review of Pacific Elementary School's PE instructional minutes, discussions with staff members and observations there is insufficient evidence that all students in grades one through six receive 200 minutes of PE each 10 school days.

To resolve this finding and meet the legal requirements, Sacramento City Unified School District must upload in CMT a master schedule for Pacific Elementary that includes the following:

- a. Each teacher's daily and weekly schedule in grades one through six
- b. Recess and lunch times
- c. Any special activities that are offered to students (computer class, library, art, etc.)
- d. When PE is being offered by teachers in grades one through six

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- e. When PE is being offered by PE teacher(s)

2. PE 02: Instruction—Middle and High School

Local Education Agencies (LEAs) must provide instruction in Physical Education (PE) for a total period of time not less than 400 minutes each 10 school days to pupils in grades seven to twelve, inclusive.

Based on the review of Hiram Johnson High School's PE schedule, PE course descriptions, class rosters of students enrolled in PE, and discussions with staff members, there is evidence that not all students are enrolled in a PE class and there are no students who are exempted from PE. Also, there is insufficient evidence that students enrolled in the JROTC program (and receive PE credit) are meeting the requirement of receiving 400 minutes each 10 schools days of basic military drilling and physical fitness training. Thus, the LEA is not meeting the legal requirements for secondary instructional minutes.

In order to resolve this finding and meet the legal requirements, Sacramento City Unified School District must select one option below and upload proper evidence in CMT.

Option 1: Enroll all 9, 10, 11, and 12th grade students in PE courses that meet for no less than 400 minutes each 10 school days. Upload evidence of this for the 2023-24 school year.

Option 2: Upload a template record or spreadsheet of student exemptions for the 2023-24 school year. Data on the spreadsheet must include the following:

- a. PE exemptions students may apply for
- b. Student ID number
- c. The type of PE exemption
- d. The criteria was met for the exemption
- e. The date of student application
- f. The date the school board approved the exemption
- g. The expiration date of the exemption (if applicable)

Also, evidence should be provided that shows the following:

- 1. Students applied for a PE exemption on an individual basis
- 2. Students who applied for a PE exemption were aware of the other PE elective courses they could take.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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3. Descriptions of each of the PE electives that will be offered in the 2023-24 school year

For the JROTC classes, please provide the following evidence:

- a. A daily class schedule and a weekly class schedule with a breakdown of the total minutes for various class activities. Students should be receiving 400 minutes each 10 school days of basic military drilling and physical fitness training.

3. PE 04: Testing—FITNESSGRAM

The law requires that each pupil participates in the California Physical Fitness Performance Testing (PFT) program (FITNESSGRAM) in grades five, seven, and nine during the months of February, March, April, or May of each school year.

Based on the School Accountability Report Cards of California Middle School and Hiram Johnson High School and discussions with staff, a significant number of students did not participate in the PFT. In order for the LEA to resolve this finding and meet the legal requirements, an action plan must be uploaded in CMT that states:

1. The participation of all grade five, seven, and nine students in the Physical Fitness Test (PFT) in the 2023-2024 school year
2. Dates the PFT will occur next year for California Middle School and Hiram Johnson High School.
3. How staff who tests students will record the PFT results.
4. This document should be on letterhead with the signatures of the principal and department chair. If there is not an appointed department chair, the action plan should include the signatures of all the PE teachers.

4. PE 07: Teaching and Evaluation—High School

LEAs that maintain a high school shall provide a course of study in PE to pupils in any of grades nine to twelve, inclusive, where instruction and evaluation of pupil progress is delivered in a developmentally appropriate sequence that includes: the effects of physical activity upon dynamic health, the mechanics or body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives.

Based on the review of Hiram Johnson High School's master schedule, course syllabi, and staff discussions there is insufficient evidence to determine that the PE Course of Study instruction and evaluation is being delivered in a developmentally appropriate sequence that includes all

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eight required PE content areas including combatives and tumbling.

To meet the legal requirements for PE Course of Study the Sacramento City Unified School District must upload the following documentation in CMT.

1. Updated course outlines that reflect current instruction and meet the PE Course of Study requirement.
2. Evidence of developmentally appropriate sequence of instruction (this can be included in the course outlines).
3. A variety of student evaluations that are used to communicate student progress in each required PE content area.

5. PE 08: Coeducational, Inclusive Manner

All Physical Education classes shall be conducted in the coeducational, inclusive manner prescribed by law. LEAs must provide instruction in PE that provides equal access and equal opportunities for participation for all pupils in grades one through twelve, inclusive, regardless of gender or gender expression, sexual orientation, and mental or physical disability. (EC sections 220, 221.5[f], 33352[b][8]; 5 CCR sections 4900, 4930, 4931, 4940, 4960; Title IX 106.33, 106.34; Code of Federal Regulations Section 300.108)

The currently uploaded local governing board policy does not contain the specific language as required by law.

To meet the legal requirement, Sacramento City Unified School District should upload a revised and approved Board Policy 6142.7 that includes the required language with the legal codes and has a date of approval from the local governing board.

Supporting Effective Instruction

1. SEI 05: Use of Funds

An LEA that receives a subgrant under Title II, Part A, shall use the funds made available through the subgrant to develop, implement, and evaluate comprehensive programs and activities: (1) in accordance with the purpose of Title II; and (2) that address the learning needs of all students. Costs must be allowable, necessary, and reasonable for the performance of the Title II program.

The review of expenditures, invoices, and interviews with LEA staff revealed that the LEA charged the Title II, Part A program unallowable costs for expenditure #7. V22-00651 6/15/2022 Conf Travel CADA \$100.22.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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The LEA must reimburse the Title II, Part A program for the above expense including the total cost charged to Title II for this conference. For example, if the registration fee was the expenditure sample, but other participant and travel expenses were also charged to Title II for the same conference, the entire amount must be credited to the program. The credit must be from general unrestricted funds, and the evidence of the transaction must be submitted to the CMT for review.

Student Support and Academic Enrichment

No program findings resulted from this monitoring review. No further action is required.

School Support and Improvement

1. SSI 01: School Site Activities

Upon receiving notification from the state of any school served by the local educational agency (LEA) that is identified for comprehensive support and improvement (CSI), the LEA shall, for each school identified by the state and in partnership with stakeholders (including principals and other school leaders, teachers, parents, and family members), locally develop and implement a CSI plan for the school to improve student outcomes. The plan shall be informed by all indicators described in subsection 1111(c)(4)(B) of the federal Elementary and Secondary Education Act (ESEA), as amended by the federal Every Student Succeeds Act (ESSA), including student performance against state-determined long-term goals. The plan shall include evidence-based interventions. The plan shall be based on a school-level needs assessment. The plan shall identify resource inequities, which may include a review of LEA and school-level budgeting, to be addressed through implementation of such plan. The plan shall be approved by the school, LEA, and state educational agency (SEA).

During the review, Sacramento City Unified did not provide sufficient evidence demonstrating the requirements of SSI 01 at Hiram Johnson High School. Specifically, the submitted SPSA for Hiram Johnson does not adequately identify resource inequities or provide evidence-based interventions to support low performing students.

To resolve the finding, the LEA must submit additional evidence, data, narratives, etc. to address the requested requirements of SSI 01 for Hiram Johnson High School during the 2022-2023 school year.

2. SSI 06: Local Educational Agency Equipment Inventory

The LEA spending CSI funds on equipment shall maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500 or more per unit. The record must describe all elements of SSI 06.

During the review, Sacramento City Unified did not submit a historical inventory record for equipment purchased with CSI funds with an acquisition cost of \$500 or more per unit prior to

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



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the 2021-2022 school year.

To resolve the finding, the LEA must provide a historical inventory record for each piece of equipment with an acquisition cost of \$500 or more per unit with CSI funds, for at least the previous five school years.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: December 14, 2023

Subject: 2023-24 First Interim Financial Report

- 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 the 2023-24 First Interim Financial Report with a Positive Certification.

Background/Rationale: Education Code Section 42130 requires school districts to prepare Interim Financial Reports each year. The intent of these reports is to provide an "early warning" system to indicate whether a district can meet its current or future year financial obligations. This is the first of two interim financial reports presented to the Board of Education for the 2023-24 fiscal year. The report provides financial information as of October 31, 2023, projections for the remaining 2023-24 fiscal year and multi-year projections for 2024-25 and 2025-26 fiscal years.

Financial Considerations: The District is projected to satisfy the 2% required reserve for economic uncertainties and maintain a positive cash flow for the current and two subsequent years. The District projects an unrestricted deficit of (\$41.8M) for 2023-24, (\$26.2M) for 2024-25 and (\$40.9M) in 2025-26.

The District is projecting capacity to meet its financial obligations for the current and subsequent two years; therefore, the District self certifies with a positive certification.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Executive Summary
2. 2023-24 First Interim Financial Report

Estimated Time of Presentation: 15 minutes

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Board of Education Executive Summary

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2023-24 First Interim Financial Report

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I. OVERVIEW/HISTORY

Interim financial reports provide information on district's financial condition for the fiscal year and two subsequent years. The Governing Board of a school district certifies the district's financial condition to the county office of education through these reports. The First Interim Report reflects actual financial activity for the period of July 1st through October 31st, 2023 and projects financial activity through June 30th, 2024. The First Interim Report contains summarized and detailed budget information, multi-year projections, and estimated cash flow reports. The State budget and budget guidelines provided by the California Department of Education, Department of Finance, county offices of education, School Services of California, and other professional organizations provide the guidance for districts to develop and modify their budgets. This is the first of the interim financial reports presented to the Governing Board for the 2023-24 fiscal year.

II. Driving Governance

- Education Code Section 42130 requires school districts to prepare interim financial reports each fiscal year. The requirement includes filing two interim financial reports. The First Interim Report, as of October 31st, requires Board approval by December 15th. The Second Interim Report, as of January 31st, requires Board approval by March 15th. If the District is in qualified or negative status, a third financial report is required as of April 30, and requires Board approval by June 1st. All reports required shall be in a format or on forms prescribed by the Superintendent of Public Instruction.
- Education Code section 42131 requires the Board of Education to certify, in writing, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current projections, for the subsequent two fiscal years. Certifications shall be based on the Board's assessment of the district budget. The certifications provided with the first and second interim reports are classified as positive, qualified, or negative. A "positive" certification indicates that the district will meet its financial obligations for the current fiscal year as well as the two subsequent fiscal years. A "qualified" certification means that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A "negative" certification means that the district is unable to meet its financial obligations for the remainder of the current fiscal year or the future fiscal year. This education code section also outlines the role of the County Office of Education.

III. Goals, Objectives and Measures

Follow the timeline and take action on all necessary budget adjustments.

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IV. Major Initiatives

- Use the First Interim Financial Report information to guide budget development for FY 2024-25
- Continued analysis of information from the State and its impact on the District's budget

V. Results

Budget development for 2024-25 will follow the calendar and timeline approved by the Board. Required Board actions will take place in a timely manner to ensure an Adopted Budget is in place on or before July 1, 2024.

VI. Lessons Learned/Next Steps

- Follow the approved calendar with adjustments made as necessary.
- Continue to monitor the state budget and its impact on the district finances.
- Continue to engage stakeholders in the budget development process through community budget meetings.
- Meet and communicate with bargaining unit partners.
- Ensure compliance with all LCFF and LCAP requirements.

2023-24 First Interim Financial Report

School district budgets are not static, but instead are constantly being revised to respond to decisions at the State and Federal levels, as well as to the expenditure needs of the district. District staff closely monitor enrollment, average daily attendance, State and Federal revenue and other areas that could impact the budget in the current or outlying years. The District's 2023-24 First Interim financial report is budgeted assuming an 8.22% COLA for 2023-24, 3.94% for 2024-25, and 3.29% for 2025-26.

The First Interim Financial Report includes assumptions and projections made with the best information available for the reporting period, and the documents attached are primarily State-required reports but also include District documents that provide additional related financial details. Key information includes the budget assumptions, multi-year projections, and cash flow reports.

Local Control Funding Formula Factors

Illustrated below is a comparison of projected statutory COLAs for the budget year and two subsequent years:

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2023-24 First Interim Financial Report

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Description	2023-24	2024-25	2025-26
LCFF COLAs (23-24 Gov. Proposal)	8.13%	3.54%	3.31%
LCFF COLAs (23-24 May Revision)	8.22%	3.94%	3.29%
LCFF COLAs (23-24 Enacted Budget)	8.22%	3.94%	3.29%
LCFF COLAs (23-24 First Interim)	8.22%	3.94%*	3.29%*

*During budget development, the district utilized the Department of Finance projected COLA of 3.94%. However, based on the latest economic indicators, the 2024-25 projected COLA is approximately two percent or possibly below two percent. While professional organizations have not reassessed the 2025-26 projected COLA, it may be negatively impacted as well due to the latest economic indicators.

Other Enacted Budget Components

Illustrated below is a summary of other provisions of the state's enacted budget:

- Special Education Local Plan Areas (SELPAs) are required to allocate base funding of at least the same amount provided to their member LEAs in 2022-23 for the 2023-24 fiscal year. This minimum allocation should be increased by the 8.22% COLA and adjusted to account for any changes in the funded ADA.
- \$300 million to create the LCFF Equity Multiplier for LEAs with school sites that have prior year nonstability rates of 25% and at least 70% of students are socioeconomically disadvantaged.
- Changes to Local Control Accountability Plan (LCAP) requirements that include the following:
 - Present an update on the current year LCAP on or before February 28th.
 - Long-term English learner students must be accounted for separate from English learner students and are defined as “a pupil who has not attained English language proficiency within five years of initial classification as an English learner”.
 - Include actions to implement work associated with differentiated assistance.
 - Add focused goals to address educator preparation and student performance for schools receiving Equity Multiplier funding.
 - Add specific actions to address any school or student group assigned the lowest performance level on any California School Dashboard indicator.
 - Change actions deemed ineffective over a three-year period.
 - Tie schoolwide and districtwide actions to specific outcome metrics.
- \$248 million (one-time) increase to expand the number of high-poverty schools participating in the Literacy Coaches and Reading Specialist Grant Program. This program provides funding to eligible LEAs for the:
 - Development of school literacy programs.

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- Employment and training of literacy coaches and reading and literacy specialists.
- Development and implementation of interventions for students needing targeted literacy support.
- Provides \$80 million ongoing to support county court and community school operations.
- The delay of the \$550 million in planned support from 2023-24 to 2024-25 for the California Preschool, Transitional Kindergarten (TK) and Full-Day Kindergarten Facilities Grant Program. This program provides funding for the construction of new classrooms or the retrofit of existing school facilities for these programs.
- \$100 million decrease in planned support for the School Facility Program in 2023-24, reducing the allocation from approximately \$2.1 billion to approximately \$2.0 billion. This program provides funding for new construction and modernization.
- \$119.6 million (one-time) increase to implement the Stronger Connections Program. This program provides grants to high needs schools to establish safe, healthy and supportive learning opportunities and environments in schools.
- \$20 million (one-time) increase for the Bilingual Teacher Professional Development Program. This program provides competitive grants to LEAs to increase the number of teachers with a bilingual authorization.
- \$15 million (one-time) increase for grants to LEAs to acquire and install commercial dishwashers. This is in addition to the \$600 million included in the 2022-23 State Budget for kitchen infrastructure grants.
- \$10 million (one-time) increase to provide competitive grants for LEAs to credential, place and retain diverse school administrators.
- \$7 million (one-time) increase to provide competitive grants for LEAs to implement restorative justice best practices. These practices will be developed and made available on the CDE's website by June 1, 2024.
- \$6 million (one-time) increase for the California Student Aid Commission's Golden State Teacher Program. This program administers grants to teacher candidates enrolled in a special education teacher preparation program who agree to teach at high-need school sites.
- \$3.5 million (ongoing) increase to be allocated to COEs for distributing naloxone hydrochloride, or another medication to reverse an opioid overdose, to LEAs. This is to ensure all middle, high and adult schools maintain at least two doses on campus for emergency aid.
- Defers \$1 billion from the Hybrid and Zero-Emission Truck and Voucher Incentive Project and for related infrastructure to 2024-25 and 2025-26.
- Removes the statutory COLA for childcare and state preschool programs, and states legislative intent to adjust reimbursement rates for all programs subject to a ratified agreement and future legislation.
- Extends the term of all charter schools whose petitions expire between January 1, 2024, and June 30, 2027, by one additional year.
- Extends the moratorium on non-classroom based charter schools by an additional year.
- TK staffing requirement changes from the May Revision:

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- Beginning in 2025-26, all TK classrooms must be staffed at a 10-to-1 student-to-adult ratio. While it is the intent of the legislature to provide funding to support this staffing ratio, the 10-to-1 requirement is no longer contingent upon the receipt of additional funding.
- Beginning in 2023-24, any LEA that opts to enroll children in TK who meet the definition of “early enrollment children” (those whose fourth birthday falls between June 2 and September 1 preceding the school year in which they are enrolled in TK) must adhere to a 10-to-1 student-to-adult ratio and maintain a maximum class size of 20 for classes that include an early enrollment child.
- The credentialed teacher requirement and the qualification requirements for adults assigned to a TK classroom that were part of the Governor's January Budget and May Revision are not included in the state’s adopted budget.

Education Protection Account

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds. Illustrated below is how the District’s EPA funds are appropriated for 2023-24. The amounts will be revised throughout the year based on information received from the State.

Education Protection Account (EPA)	
Fiscal Year Ending June 30, 2024	
Estimated EPA Revenues:	
Estimated EPA Funds	\$ 114,124,433
Estimated EPA Expenditures:	
Certificated Instructional Salaries	\$ 114,124,433
Balance	\$ -

Routine Restricted Maintenance Account

Per Education Code Section 17070.75, school districts are required to deposit into the account a minimum amount equal to or greater than three percent (3%) of the total General Fund expenditures and other financing uses for that fiscal year. Illustrated below are the primary compliance components:

- The 3% contribution is calculated on total General Fund expenditures, including other financing uses (i.e. transfers out, debt issuances relating to the General Fund)
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on budget, it must be trued up using actual expenditures

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- The actual contribution will be audited as part of the School Facility Program Bond Audit
- Based on enacted bills from 2019-20 through 2021-22, total general fund expenditures for RRMA purposes do not include STRS on-behalf (Resource 7690) expenditures, and one-time funding sources to address COVID-19 challenges (Resources 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 3225-3228, 5316, 5632-5634 and 7027).

Planning Factors for 2023-24 and beyond include the following:

Illustrated in the following table are the latest factors from the 2023-24 Enacted Budget that districts are expected to utilize as planning factors:

<i>Planning Factor</i>	2022-23	2023-24	2024-25	2025-26
Dept of Finance Statutory COLA	6.56%	8.22%	3.94%	3.29%
Additional LCFF Investment	6.70%	N/A	N/A	N/A
Latest COLA Preliminary Projection	N/A	N/A	≈ 2.00%	N/A
STRS Employer Rates	19.10%	19.10%	19.10%	19.10%
PERS Employer Rates	25.37%	26.68%	27.70%	28.30%
SUI Employer Rates	0.50%	0.05%	0.05%	0.05%
Lottery – Unrestricted per ADA	\$204	\$177	\$177	\$170
Lottery – Prop. 20 per ADA	\$100	\$72	\$72	\$72
Universal Transitional Kindergarten/ADA	\$2,813	\$3,044	\$3,164	\$3,268
Mandate Block Grant for Districts: K-8 per ADA	\$34.94	\$37.63	\$39.30	\$40.59
Mandate Block Grant for Districts: 9-12 per ADA	\$67.31	\$72.49	\$75.71	\$78.20
Mandate Block Grant for Charters: K-8 per ADA	\$18.34	\$19.76	\$20.63	\$21.31
Mandate Block Grant for Charters: 9-12 per ADA	\$50.98	\$54.91	\$57.34	\$59.23
Routine Restricted Maintenance Account (refer to the provisions discussed above)	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo

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Comparison of the 2023-24 First Interim Report to the 45-day Revised Budget:

	45-Day Revised Budget 2023-24			First Interim Budget 2023-24			Changes since 2023-24 Revised Budget			Note
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	
Revenue										
General Purpose	500,346,764	2,478,216	502,824,980	500,312,508	2,478,216	502,790,724	(34,256)	-	(34,256)	1
Federal Revenue	-	99,571,861	99,571,861	-	141,267,968	141,267,968	-	41,696,108	41,696,108	2
State Revenue	12,144,270	100,096,650	112,240,920	12,144,270	111,594,017	123,738,287	-	11,497,367	11,497,367	3
Local Revenue	4,151,175	2,032,950	6,184,125	4,365,410	3,852,936	8,218,346	214,235	1,819,986	2,034,221	4
Total Revenue	516,642,209	204,179,676	720,821,886	516,822,188	259,193,137	776,015,325	179,979	55,013,461	55,193,440	
Expenditures										
Certificated Salaries	178,470,006	70,896,488	249,366,493	213,630,890	88,604,422	302,235,312	35,160,884	17,707,934	52,868,818	5
Classified Salaries	42,958,364	34,523,944	77,482,308	51,334,360	38,920,725	90,255,085	8,375,996	4,396,781	12,772,777	6
Benefits	131,105,927	89,940,805	221,046,732	137,484,805	91,229,242	228,714,048	6,378,878	1,288,437	7,667,315	7
Books and Supplies	13,462,782	25,690,583	39,153,365	8,706,896	50,939,113	59,646,009	(4,755,886)	25,248,530	20,492,645	8
Other Services & Oper. Expenses	27,570,886	84,288,412	111,859,298	33,261,622	102,908,464	136,170,086	5,690,736	18,620,052	24,310,788	9
Capital Outlay	49,259	896,918	946,177	1,527,015	14,660,255	16,187,269	1,477,756	13,763,337	15,241,092	10
Other Outgo 7xxx	1,510,300	-	1,510,300	1,510,300	-	1,510,300	-	-	-	11
Transfer of Indirect 73xx	(7,894,319)	6,616,549	(1,277,770)	(8,411,792)	7,243,324	(1,168,468)	(517,473)	626,775	109,302	12
Total Expenditures	387,233,206	312,853,698	700,086,904	439,044,097	394,505,544	833,549,641	51,810,891	81,651,846	133,462,737	
Deficit/Surplus	129,409,004	(108,674,022)	20,734,982	77,778,091	(135,312,407)	(57,534,315)	(51,630,912)	(26,638,384.80)	(78,269,297)	
Other Sources/(uses)	-	-	-	-	-	-	-	-	-	
Transfers in/(out)	2,475,399	-	2,475,399	2,475,399	-	2,475,399	-	-	-	13
Contributions to Restricted	(104,925,543)	104,925,543	-	(122,013,844)	122,013,844	(0)	(17,088,301)	17,088,301	(0)	
Net increase (decrease) in Fund Balance	26,958,860	(3,748,479)	23,210,381	(41,760,354)	(13,298,563)	(55,058,916)	(68,719,214)	(9,550,084)	(78,269,297)	
Beginning Balance	135,640,173	122,292,561	257,932,734	135,640,173	122,292,561	257,932,735	0	0	1	
Ending Balance	162,599,033	118,544,082	281,143,115	93,879,820	108,993,999	202,873,818	(68,719,213)	(9,550,084)	(78,269,297)	
Revolving/Stores/Prepays	325,000		325,000	325,000		325,000	-	-	-	
Reserve for Econ Uncertainty (2%)	13,929,776		13,929,776	16,621,485		16,621,485	2,691,709	-	2,691,709	
Restricted Programs	-	118,544,082	118,544,082	-	108,993,999	108,993,999	-	(9,550,084)	(9,550,084)	
Commitments	85,832,540		85,832,540	10,000,000		10,000,000	(75,832,540)	-	(75,832,540)	
Other Assignments	2,260,058		2,260,058	-		-	(2,260,058)		(2,260,058)	
Unappropriated Fund Balance	60,251,659	-	60,251,659	66,933,335	-	66,933,335	6,681,676	0	6,681,676	
<i>Unappropriated Percent</i>			8.61%			8.03%			-0.58%	

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Changes from 2023-24 First Interim Report to the 45-day Revised Budget

Notes: Explanation of Changes
<i>1. LCFF Change based on prior year enrollment and ADA adjustment.</i>
<i>2. Restricted Federal revenues increase of \$41.7M due to budgeting of carryover funds of \$24.3M ESSER funds, Title Programs of \$8.1M, \$1.8M in federal special education fund, and the budgeting of \$7.1M in FEMA COVID reimbursement funds received.</i>
<i>3. Restricted State revenues increase of \$11.5M due to budgeting of carryover funds including ASES of \$1.8M, UPK Planning grant funds of \$2M, CTE funds of \$3.1M, In Person Instruction grant funds of \$1.5M, and Learning Communities for School Success funds of \$660K. Additional adjustments include an increase in special ed early intervention preschool grant of \$1.9M.</i>
<i>4. Unrestricted local revenues increase due to adjustments to local donation funds. Restricted local revenues increase due to budgeting of local carryover funds.</i>
<i>5. Unrestricted certificated salaries increase due to settlement agreement reached with certificated bargaining including one-time retroactive costs. Additional unrestricted adjustments include \$4.7M of estimated vacancy savings. Restricted certificated salaries increase due to settlement agreement including one-time retroactive costs.</i>
<i>6. Unrestricted classified salaries increase due to settlement agreement reached with classified bargaining unit including one-time retroactive costs, \$350K increase in temporary/substitute transportation personnel costs, and other classified adjustments. Restricted classified salaries increase due to settlement agreement reached with classified bargaining unit.</i>
<i>7. Unrestricted and restricted benefits increases due to the adjustments described above and an adjustment to recognize an estimated \$4.3M in benefits savings related to vacancies.</i>
<i>8. Unrestricted books and supplies decrease due to shifting \$5M 1x textbook adoption from unrestricted to restricted funds. Restricted books and supplies increase due to \$5M 1x textbook adoption shifted from unrestricted to the Arts Music Instructional Materials Grant and budgeting of ESSER carryover funds of \$8.8M. Additional adjustments including budgeting other Federal, State and Local carryover funds of \$9M and adjustments to ELOP of \$600K.</i>
<i>9. Unrestricted services and operating expenses increase due to \$2.6M in transportation contracted services, \$750K increase in legal services, \$750K for equity, access and excellence, and \$1.4M in operating expenses & contracted services related to the academic office, tech services, HR, risk management, assessment and evaluation departments. Restricted services and operating expenses increased due to adjustments of \$5M for ELOP, \$924K for ESSER funds, \$7M for Special Education, \$440K for RRMA, and \$5M related to budgeting carryover funds.</i>
<i>10. Unrestricted capital outlay increase due to 1x bus purchase carried over from 22-23 year and \$83K for school safety vehicle purchase. Restricted capital outlay adjustments include budgeting of ESSER funded capital outlay projects carried over from the 22-23 year.</i>
<i>11. Other outgo remains constant.</i>
<i>12. Transfers of indirects adjustments based on programmatic changes described above.</i>
<i>13. Transfers in and out remain constant.</i>

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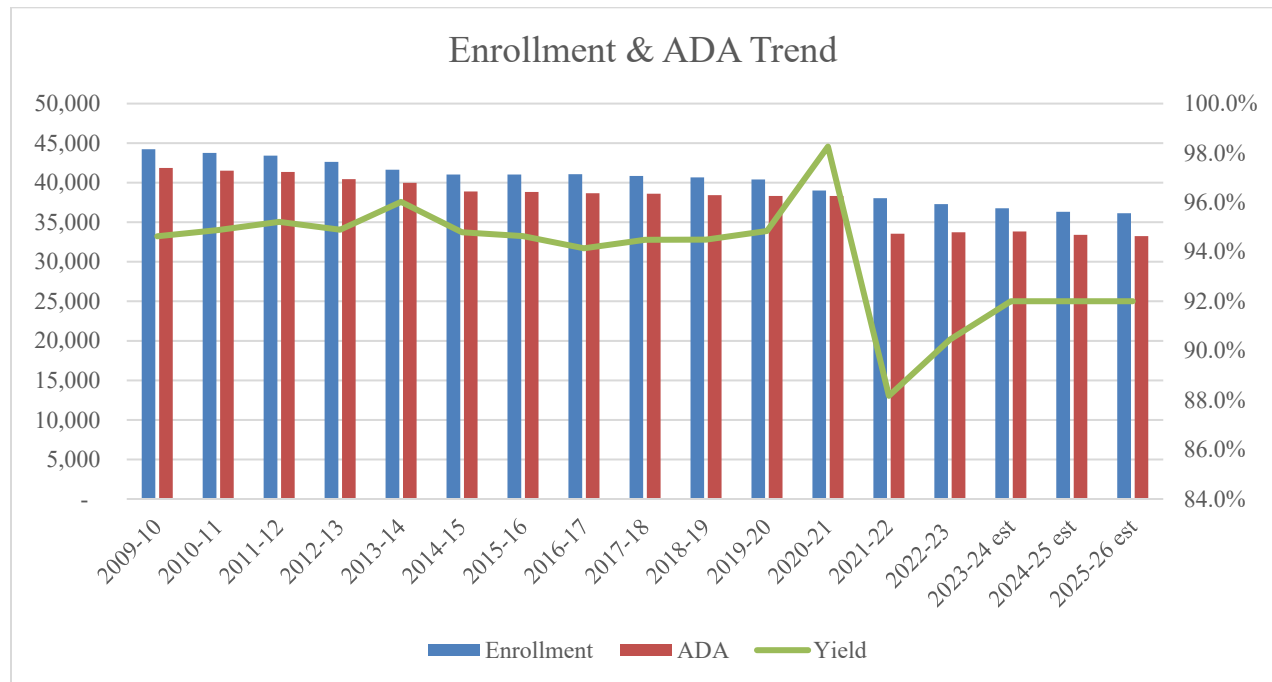
2023-24 First Interim Financial Report

December 14th, 2023

2023-24 Sacramento City Unified School District Primary Budget Components

District enrollment is estimated at 36,880, or 36,765 excluding COE enrollment of 115. Average Daily Attendance (ADA) is estimated at 33,931.21, or 33,823.80 excluding COE ADA of 107.41. Due to the utilization of the 3 prior year average ADA as described in the State Enacted budget, the projected funded ADA is 36,026.4 or 35,919 excluding county ADA for 2023-24.

The District's estimated unduplicated pupil percentage (UPP) for supplemental and concentration funding is 70.20% or .19% lower than what was projected at the Adopted Budget. The UPP for supplemental and concentration funding is based on a three year rolling average which is projected at 69.76%. The percentage will be revised once 2023-24 CBEDs data is finalized.



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2023-24 First Interim Financial Report

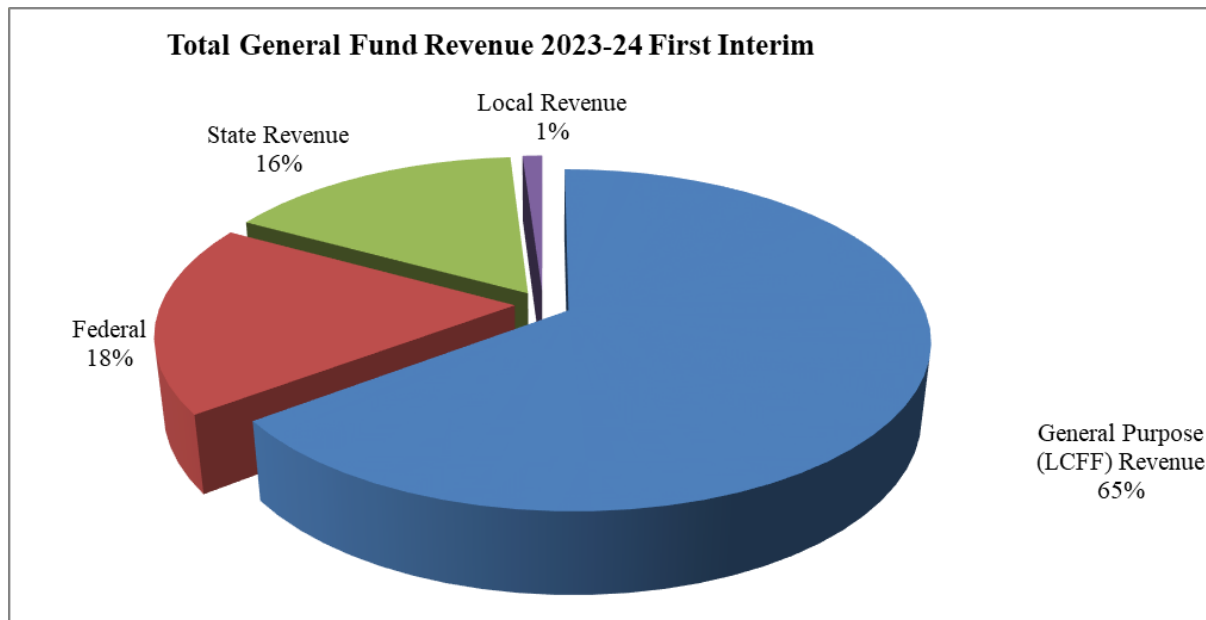
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General Fund Revenue Components

The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

DESCRIPTION	UNRESTRICTED	COMBINED AMOUNT
General Purpose (LCFF) Revenue	\$500,312,508	\$502,790,724
Federal	\$0	\$141,267,968
State Revenue	\$12,144,270	\$123,738,287
Local Revenue	\$4,365,410	\$8,218,346
TOTAL	\$516,822,188	\$776,015,325



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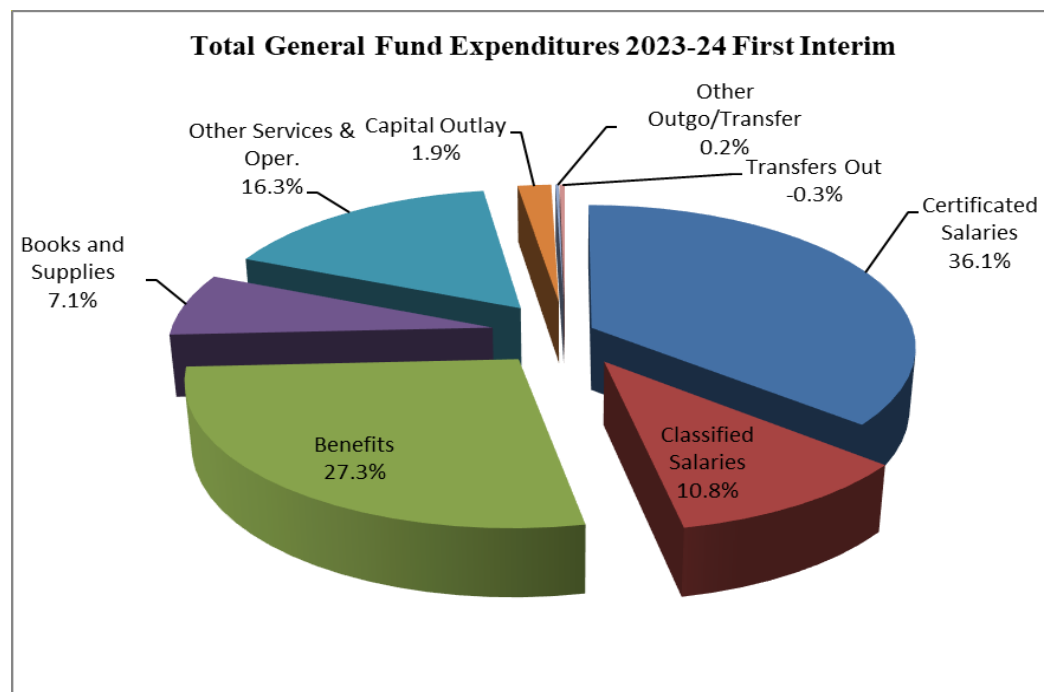
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General Fund Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 90% of the District's unrestricted budget, and approximately 75% of the total General Fund budget. Salaries and benefits for the 2023-24 First Interim reflect bargaining unit settlement agreements reached since the Adopted Budget.

DESCRIPTION	UNRESTRICTED	RESTRICTED	COMBINED
Certificated Salaries	213,630,890	88,604,422	\$302,235,312
Classified Salaries	51,334,360	38,920,725	\$90,255,085
Benefits	137,484,805	91,229,242	\$228,714,048
Books and Supplies	8,706,896	50,939,113	\$59,646,009
Other Services & Oper.	33,261,622	102,908,464	\$136,170,086
Capital Outlay	1,527,015	14,660,255	\$16,187,269
Other Outgo/Transfer	1,510,300	0	\$1,510,300
Transfers Out	(2,475,399)	0	(2,475,399)
TOTAL	444,980,490	387,262,220	\$832,242,710

Graphical representation of total general fund expenditures by percentage:



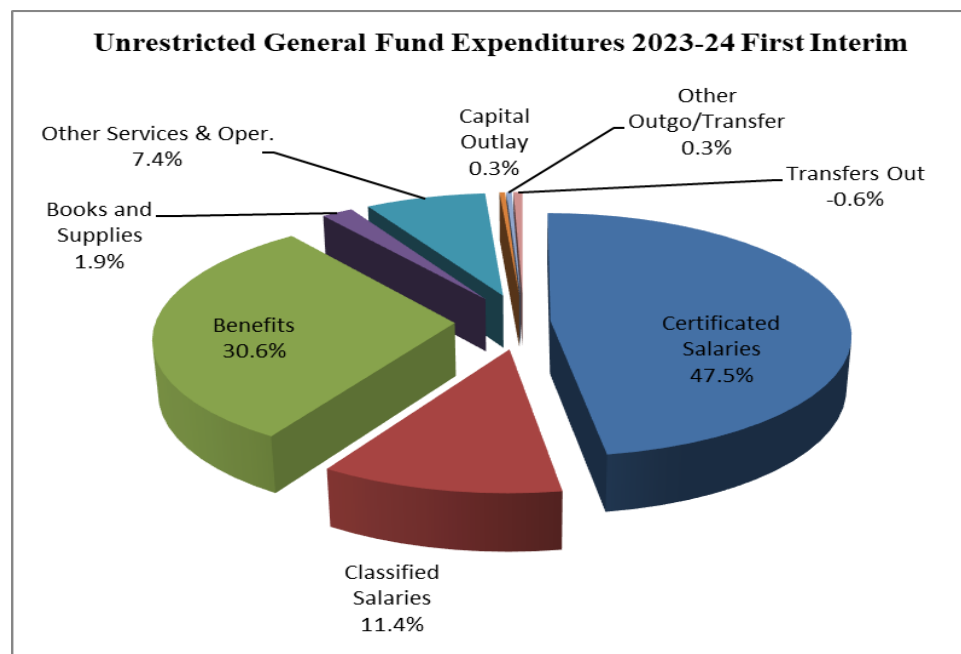
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Graphical representation of unrestricted general fund expenditures by percentage:



General Fund Contributions to Restricted Programs

Contribution of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue. For the 2023-24 First Interim budget, the contribution adjustments below reflect the increased salary and benefits cost for special education related to bargaining unit settlement agreements.

Program	2023-24 Revised Budget	2023-24 First Interim Budget
Special Education	\$86,432,343	\$103,520,644
Routine Restricted Maintenance Account	\$18,493,200	\$18,493,200
Total	\$104,925,543	\$122,013,844

General Fund Summary:

The District's 2023-24 General Fund projects a total operating deficit of (\$55) million resulting in an estimated ending fund balance of \$202.9 million. The components of the District's fund balance are as follows: revolving cash & other nonspendables - \$325K; restricted programs - \$109M; committed - \$10M; assigned - \$0M; unassigned - \$66.9M. economic uncertainty - \$16.6M; In accordance with SB 858 a detail description of assigned & unassigned balances is illustrated in the following table.

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2023-24 First Interim Fund Balance Component Summary

Description	2023-24 First Interim Budget		
	Unrestricted	Restricted	Combined
TOTAL - NONSPENDABLE	\$325,000	\$0	\$325,000
RESTRICTED			
Restricted Categorical Balances		\$108,993,999	\$108,993,999
TOTAL - RESTRICTED	\$0	\$108,993,999	\$108,993,999
COMMITTED			
Unsettled Labor Negotiations	\$10,000,000		\$10,000,000
ASSIGNED			
RESERVE FOR ECONOMIC UNCERTAINTIES			
Economic Uncertainty (REU-2%)	\$16,621,485		\$16,621,485
TOTAL - RESERVE FOR ECONOMIC UNCERTAINTIES	\$16,621,485	\$0	\$16,621,485
UNASSIGNED/UNAPPROPRIATED	\$66,933,335		\$66,933,335
TOTAL - FUND BALANCE	\$93,879,820	\$108,993,999	\$202,873,819

The Government Financial Officers Association (GFOA) recommends a prudent reserve of 17%, representing two months' average payroll – for the District two months' average payroll is approximately \$100.3M.

Multi-Year Revenue and Expenditure Projections

Unrestricted Multi-Year Revenue Projections:

Fiscal Year 2024-25

- LCFF COLA of 3.94%. Enrollment of 36,320 and funded ADA of 34,492.1
- Federal Revenues projected to remain constant.
- State revenues projected to increase due to estimated increase in transportation reimbursement funding
- Local Revenue is projected to remain constant.
- Net increase in contributions to Special Education of \$1.8M based off of historical trends and adjusted for the removal of one-time contribution increases in 2023-24 as a result of one-time retro payments.

Fiscal Year 2025-26

- LCFF COLA of 3.29%. Enrollment of 36,136 and funded ADA of 33,645
- Federal and State Revenues projected to remain constant
- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by approximately \$9.3M for increased Special Education expenditures per historical trends.

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Restricted Multi-Year Revenue Projections:

Fiscal Year 2024-25

- Federal Revenue was reduced by \$102M to remove carryover of \$84.7M in ESSER funds, \$7.5M in Title programs, \$1.8M in federal special ed funds, and one time FEMA revenue of \$7.2M received in 23-24.
- State Revenue was reduced by \$12.3M to remove carryover funds of \$1.5M in In Person Instruction, \$1.8M in ASES, \$2M in UPK, \$2.7M in CTE, \$1.9M in Special Ed Early Intervention funds, \$430K in TUPE, \$700K in Learning Communities carryover, \$200K in partnership academies and \$200K in one-time A-g access grant revenue.
- Local Revenue was reduced by \$1.5M to remove carryover and one-time funds
- Net increase of contributions to Special Ed of \$1.8M for increased Special Education expenditures per historical trends and adjusted for the removal of one-time retro payment costs realized in the 2023-24 year.

Fiscal Year 2025-26

- Federal and state revenue projected to remain constant.
- Local revenue projected to remain constant.
- Contributions to Special Ed were increased by approximately \$9.3M for increased Special Education expenditures per historical trends.

Expenditure Assumptions:

Unrestricted Multi-Year Expenditure Projections:

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include aligning FTE to enrollment decline, removal of one-time retroactive settlement costs in 2023-24 and adding back one-time vacancy savings of \$4.8M recognized in the 2023-24 First Interim report.
- Classified step costs are expected to increase by .70% each year.
- Other classified adjustments include adding school safety positions and additional costs related to the implementation of minimum wage of \$20 effective 7/1/2024. Additional adjustments include the removal of one-time retroactive settlement costs realized in 2023-24.
- STRS contribution to remain flat and PERS contribution projected increase of 1.02%
- Adjustments to benefits of \$5M include adding back one-time savings of \$3.5M recognized in the 2023-24 first interim report offset by the removal of \$5.6M in one-time retroactive costs realized in 2023-24. Additional adjustments include an estimated healthcare cost increase of \$5.4M and adjustments related to the salary changes described above.
- Books and Supplies are projected to remain constant with the \$5M textbook adoption

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- being shifted to the one-time Arts Music and Instructional Materials grant.
- Services have been decreased by \$1.5M to account for the removal of one-time district contract costs in 23-24.
- Capital outlay projected decrease of \$1.4M to remove one-time bus purchase and safe schools vehicle purchase.
- Transfers out remains constant,
- Indirect costs adjusted based on projected changes in restricted programs,

Fiscal Year 2025-26

- Certificated step and column costs are expected to increase by 1.4% each year.
- Other certificated salary adjustments include aligning FTE to enrollment decline.
- Classified step costs are expected to increase by .70% each year.
- STRS to remain constant and PERS to increase from 27.7% to 28.30%.
- Adjustments to benefits of \$6.5M reflect the effects of salary changes noted above and the projected increase in healthcare costs of \$5.8M.
- Books and Supplies have been adjusted by \$84K to account for increased supplemental and concentration funding.
- Services have been adjusted by \$84K to account for increased supplemental and concentration funding.
- Transfers out remains constant.
- Indirect costs adjusted based on projected changes in restricted programs.

Restricted Multi-Year Expenditure Projections:

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year.
- Other certificated salary adjustments include removing one-time expenditures related to carryover funds and a transition of ESSER funded positions to Learning Recovery Emergency Block grant funds for a one year extension. Additional adjustments include the removal of \$8.6M in one-time retroactive costs realized in 2023-24 and adjustments for projected increases in special education staffing.
- Classified step costs are expected to increase by .70% each year.
- Other classified salary adjustments include a transition from ESSER funded positions to the Learning Recovery Emergency Block grant for a one year extension. Additional adjustments include the removal of carryover funds and \$2.6M in one-time retroactive costs realized in the 23-24 year. The 2024-25 projection also includes the estimated cost of minimum wage of \$20 effective 7/1/2024.
- Increase to benefits of \$243K to reflect the effects of salary changes noted above, program adjustments, expected increase in pension rates, and the removal of one-time expenditures offset by the increase for health benefits.
- Books and Supplies have been decreased by \$33.6M to account for one-time expenditures related to carryover funds, including \$3.4M Title programs, \$19M ESSER, \$2.5M CTE, and \$1.1M in local carryover grants. Additional adjustments include the

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shift of a one-time textbook adoption from unrestricted to restricted of \$5M and a reduction of \$5.6M to offset the estimated increase in salaries and benefits related to bargaining agreement settlements.

- Services have been reduced by \$17.9M to account for one-time expenditures related to carryover funds including ESSER of \$10M, \$450K in Title programs, \$1.4M for federal special education, \$2.2M ASES, \$584K in UTK funds and \$163K in local grant carryover funds. Additional adjustments include the reduction of \$5.6M to offset the estimated increase in salaries and benefits related to bargaining agreement settlements offset by an increase in special education costs.
- Capital outlay decreased by \$12.9M for the removal of one-time carryover expenditures for ESSER funds.
- Indirect costs are expected to decrease due to program adjustments

Fiscal Year 2025-26

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include the removal of \$19.2M of one-time Learning Recover Emergency Grant fund expenditures offset by additional positions for special education services of \$2.8M.
- Classified step costs are expected to increase by .70% each year and adjustments have been made for the removal of \$8.9M in Learning Recovery Emergency grant expenditures slightly offset by additional special education services of \$874K.
- Reduction to benefits of \$11.7M reflect the effects of salary changes noted above, program adjustments, and removal of LREBG Funds of \$15.2M, offset by additional Special education benefit costs of \$2.3M.
- Books and Supplies have been adjusted down by \$5M to remove the one-time textbook adoption out of the Arts Music Instructional Materials grant.
- Services have been increased by \$2.8K due to additional special education services.
- Indirect costs are expected to increase due to program adjustments above.

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Multi-Year Projections

Estimated Ending Fund Balances

The District estimates that the General Fund projected unrestricted deficit for 2023-24 is (\$41.8) million resulting in an unrestricted ending General Fund balance of \$93.9 million. The projected unrestricted deficit for 2024-25 is (\$26.2) million resulting in an unrestricted ending General Fund balance of \$67.7 million. The projected unrestricted deficit for 2025-26 is (\$40.9) million resulting in an unrestricted General Fund balance of \$26.7 million.

Table of Unrestricted General Fund Ending Balance as of 2023-24 First Interim

Description	2023-24 First Interim Budget	Projected 2024-25	Projected 2025-26
Total Revenues	516,822,188	522,072,230	525,696,861
Total Expenditures	439,044,097	426,915,823	435,982,415
Other Sources/Uses	(119,538,445)	(121,369,733)	(130,667,500)
Net Increase/(Decrease)	(41,760,354)	(26,213,325)	(40,953,054)
Add: Beginning Fund Balance	135,640,173	93,879,820	67,666,494
Ending Fund Balance	93,879,820	67,666,494	26,713,440
<i>Components of Ending Fund Balance</i>	<i>26,946,485</i>	<i>25,158,905</i>	<i>24,529,972</i>
Unassigned/Unappropriated	6,933,335	2,507,589	2,183,468

Table of Combined Unrestricted and Restricted Ending Fund Balance

Description	2023-24 First Interim Budget	Projected 2024-25	Projected 2025-26
Total Revenues	776,015,325	665,234,714	668,859,345
Total Expenditures	833,549,641	744,170,658	712,723,998
Excess/(Deficiency)	(57,534,315)	(78,935,944)	(43,864,653)
Other Sources/Uses	2,475,399	2,475,399	2,475,399
Net Increase/(Decrease)	(55,058,916)	(76,460,545)	(41,389,254)
Add: Beginning Fund Balance	257,932,735	202,873,819	126,413,273
Ending Fund Balance	202,873,819	126,413,273	85,024,019
<i>Components of Ending Fund Balance</i>	<i>135,940,484</i>	<i>83,905,684</i>	<i>82,840,551</i>
Unassigned/Unappropriated	6,933,335	2,507,589	2,183,468

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2023-24 First Interim Multi-Year Projections

Description	First Interim Budget 2023-24			Projection 2024-25			Projection 2025-26		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Revenue									
General Purpose	500,312,508	2,478,216	502,790,724	501,672,557	2,478,216	504,150,773	505,297,188	2,478,216	507,775,404
Federal Revenue	-	141,267,968	141,267,968	-	39,116,752	39,116,752	-	39,116,752	39,116,752
State Revenue	12,144,270	111,594,017	123,738,287	16,034,263	99,259,198	115,293,461	16,034,263	99,259,198	115,293,461
Local Revenue	4,365,410	3,852,936	8,218,346	4,365,410	2,308,318	6,673,728	4,365,410	2,308,318	6,673,728
Total Revenue	516,822,188	259,193,137	776,015,325	522,072,230	143,162,484	665,234,714	525,696,861	143,162,484	668,859,345
Expenditures									
Certificated Salaries	213,630,890	88,604,422	302,235,312	199,783,105	81,673,241	281,456,346	202,065,580.54	65,518,589	267,584,169
Classified Salaries	51,334,360	38,920,725	90,255,085	49,274,571	36,957,646	86,232,217	49,619,492.78	28,059,112	77,678,605
Benefits	137,484,805	91,229,242	228,714,048	142,632,158	91,472,588	234,104,746	149,196,437.85	79,775,290	228,971,728
Books and Supplies	8,706,896	50,939,113	59,646,009	8,706,896	17,321,243	26,028,139	8,791,122.60	12,377,185	21,168,308
Other Services & Oper. Expenses	33,261,622	102,908,464	136,170,086	31,738,233	85,022,406	116,760,639	31,822,459.31	87,858,530	119,680,990
Capital Outlay	1,527,015	14,660,255	16,187,269	86,073	1,754,811	1,840,883	86,072.75	1,754,811	1,840,883
Other Outgo 7xxx	1,510,300	-	1,510,300	1,510,300	-	1,510,300	1,510,300.00	-	1,510,300
Transfer of Indirect 73xx	(8,411,792)	7,243,324	(1,168,468)	(6,815,513)	5,647,045	(1,168,468)	(7,109,051.11)	5,940,583	(1,168,468)
Budget Reductions	-	-	-	-	(2,594,144)	(2,594,144)	-	(4,542,517)	(4,542,517)
Total Expenditures	439,044,097	394,505,544	833,549,641	426,915,823	317,254,836	744,170,658	435,982,415	276,741,583	712,723,998
Deficit/Surplus	77,778,091	(135,312,407)	(57,534,315)	95,156,407	(174,092,352)	(78,935,944)	89,714,446	(133,579,100)	(43,864,653)
Other Sources/(uses)	-	-	-	-	-	-	-	-	-
Transfers in/(out)	2,475,399	-	2,475,399	2,475,399	-	2,475,399	2,475,399	-	2,475,399
Contributions to Restricted	(122,013,844)	122,013,844	-	(123,845,132)	123,845,132	-	(133,142,899)	133,142,899	-
Net increase (decrease) in Fund Balance	(41,760,354)	(13,298,562)	(55,058,916)	(26,213,325)	(50,247,220)	(76,460,545)	(40,953,054)	(436,200)	(41,389,254)
Beginning Balance	135,640,173	122,292,561	257,932,735	93,879,820	108,993,999	202,873,819	67,666,494	58,746,779	126,413,273
Ending Balance	93,879,820	108,993,999	202,873,819	67,666,494	58,746,779	126,413,273	26,713,440	58,310,579	85,024,019
Revolving/Stores/Prepays	325,000	-	325,000	325,000	-	325,000	325,000	-	325,000
Reserve for Econ Uncertainty	16,621,485	-	16,621,485	14,833,905	-	14,833,905	14,204,972	-	14,204,972
Restricted Programs	-	108,993,999	108,993,999	-	58,746,779	58,746,779	-	58,310,579	58,310,579
Committed	10,000,000	-	10,000,000	10,000,000	-	10,000,000	10,000,000	-	10,000,000
Other Assignments	-	-	-	-	-	-	-	-	-
Unappropriated Fund Balance	66,933,335	-	66,933,335	42,507,589	-	42,507,589	2,183,468	-	2,183,468
<i>Unappropriated Percent</i>			8.03%			5.71%			0.31%

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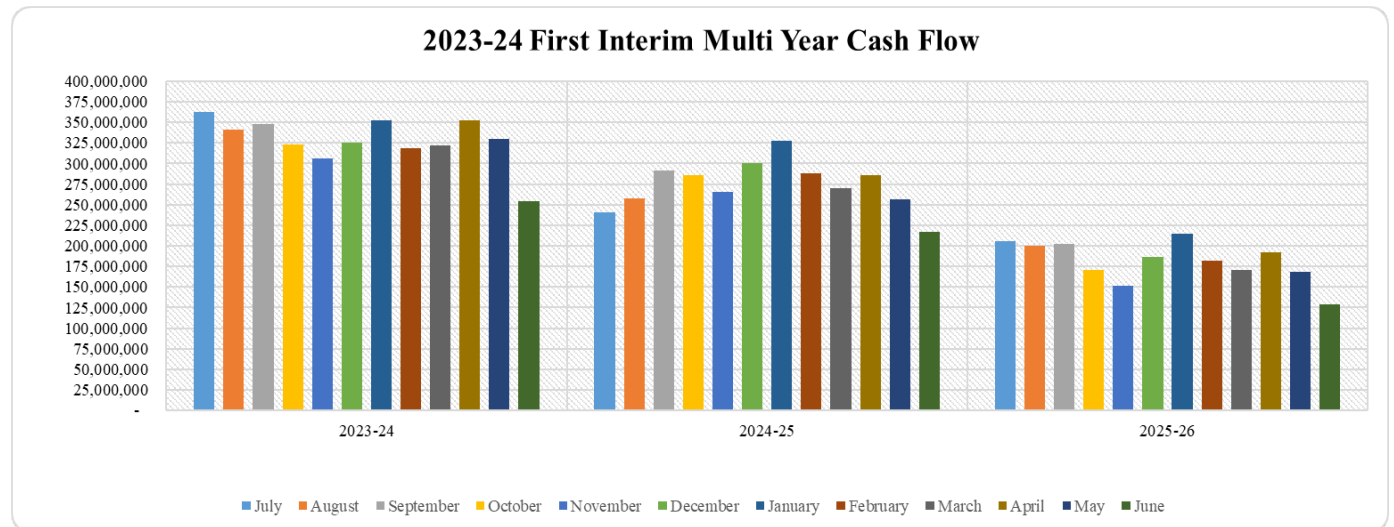
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Cash Flow

The 2023-24 First Interim report and multi-year projections show that the District projects a positive cash balance through June 2026. Cash will continue to be closely monitored in order to ensure the District has sufficient cash reserves to satisfy its obligations.



Summary of All Funds

Fund		2023-24 Beginning Fund Balance	Budgeted Net Change	2023-24 First Interim Budget Ending Fund Balance
01	General (Unrestricted and Restricted)	\$257,932,735	(\$55,058,916)	\$202,873,818
08	Student Activity Fund	\$1,570,033	\$0	\$1,570,033
09	Charter Schools	\$15,520,269	(\$1,987,041)	\$13,533,227
11	Adult	\$1,061,008	(\$463,066)	\$595,942
12	Child Development	\$1,239,859	\$1,463,888	\$2,703,746
13	Cafeteria	\$18,388,342	\$277,815	\$18,666,157
21	Building Fund	\$277,090,337	(\$170,159,698)	\$106,930,640
25	Capital Facilities	\$26,933,108	(\$411,294)	\$26,521,814
35	County School Facilities Fund	\$4,891	\$0	\$4,891
49	Capital Projects for Blended Components	\$1,794,788	\$791,739	\$2,586,527
51	Bond Interest and Redemption	\$41,979,247	\$649,823	\$42,629,069
61	Cafeteria Enterprise Fund	\$25,047	\$0	\$25,047
67	Self-Insurance Fund	\$12,328,878	(\$1,330,171)	\$10,998,707

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Conclusion

The District is projected to satisfy the 2% required reserve for economic uncertainties and maintain a positive cash flow in 2023-24, 2024-25 and 2025-26. The District projects an unrestricted deficit of (\$41.8M) for 2023-24, (\$26.2M) for 2024-25 and (\$41M) in 2025-26. The projected budget and multiyear projections support that the District is projected to be able to meet its financial obligations for the current and subsequent two years; therefore, the District self certifies with a positive certification.

Risks:

Uncertainty regarding on-going State funding for K12 Districts, the potential future impact of a recessionary economy including potential adjustments to funding rates, enrollment, declining average daily attendance and expiration of one-time funding sources.

Opportunities:

Improved State Budget and funding for K12 Districts, stable/increased enrollment, maintaining fiscal stability and the potential to make up the instructional days lost during the 2021-22 school year through the State waiver process.

2023-2024 First Interim Financial Report



Guiding Principle

All students graduate with the greatest number of postsecondary choices from the widest array of options.

Board of Education
December 14, 2023

Sacramento City Unified School District

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NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 14, 2023 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Jesse Castillo Telephone: 916-526-7616
Title: Assistant Superintendent, Business Services E-mail: jesse-m-castillo@scusd.edu

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	

S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?		X
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?		X
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	X	
		• Classified? (Section S8B, Line 3)	X	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year		Budget Adoption	First Interim	Percent Change	Status
		Budget (Form 01CS, Item 1A)	Projected Year Totals (Form AI, Lines A4 and C4)		
Current Year (2023-24)	District Regular	35,928.88	35,919.00		
	Charter School	0.00	0.00		
	Total ADA	35,928.88	35,919.00		
1st Subsequent Year (2024-25)	District Regular	34,422.55	34,492.10		
	Charter School				
	Total ADA	34,422.55	34,492.10		
2nd Subsequent Year (2025-26)	District Regular	33,575.58	33,645.12		
	Charter School				
	Total ADA	33,575.58	33,645.12		

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

District's Enrollment Standard Percentage Range:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2023-24)				
District Regular	36,506.00	36,765.00		
Charter School				
Total Enrollment	36,506.00	36,765.00	.7%	Met
1st Subsequent Year (2024-25)				
District Regular	36,320.00	36,320.00		
Charter School				
Total Enrollment	36,320.00	36,320.00	0.0%	Met
2nd Subsequent Year (2025-26)				
District Regular	36,135.00	36,135.00		
Charter School				
Total Enrollment	36,135.00	36,135.00	0.0%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
	Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Form 01CS, Item 2A)	
Third Prior Year (2020-21)			
District Regular	38,220	39,003	
Charter School			
Total ADA/Enrollment	38,220	39,003	98.0%
Second Prior Year (2021-22)			
District Regular	32,673	38,045	
Charter School			
Total ADA/Enrollment	32,673	38,045	85.9%
First Prior Year (2022-23)			
District Regular	37,505	37,289	
Charter School			
Total ADA/Enrollment	37,505	37,289	100.6%
Historical Average Ratio:			94.8%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.3%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA	Enrollment	Ratio of ADA to Enrollment	Status
	(Form AI, Lines A4 and C4)	CBEDS/Projected (Criterion 2, Item 2A)		
Current Year (2023-24)				
District Regular	33,824	36,765		
Charter School	0			
Total ADA/Enrollment	33,824	36,765	92.0%	Met
1st Subsequent Year (2024-25)				
District Regular	33,414	36,320		
Charter School				
Total ADA/Enrollment	33,414	36,320	92.0%	Met
2nd Subsequent Year (2025-26)				
District Regular	33,244	36,135		
Charter School				
Total ADA/Enrollment	33,244	36,135	92.0%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range:

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2023-24)	514,723,821.00		
1st Subsequent Year (2024-25)	501,052,464.00	501,672,557.00	.1%	Met
2nd Subsequent Year (2025-26)	504,757,435.00	505,297,188.00	.1%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)	
	Third Prior Year (2020-21)	301,601,587.00	
Second Prior Year (2021-22)	330,431,834.82	355,668,555.40	92.9%
First Prior Year (2022-23)	324,409,308.17	355,207,399.89	91.3%
	Historical Average Ratio:		92.1%

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2%	2%	2%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	89.1% to 95.1%	89.1% to 95.1%	89.1% to 95.1%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000- 3999)	Total Expenditures (Form 011, Objects 1000- 7499)		
	Current Year (2023-24)	402,450,055.97		
1st Subsequent Year (2024-25)	391,689,833.86	426,915,822.86	91.7%	Met
2nd Subsequent Year (2025-26)	400,881,510.71	435,982,414.26	91.9%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption	First Interim	Percent Change	Change Is Outside Explanation Range
	Budget (Form 01CS, Item 6B)	Projected Year Totals (Fund 01) (Form MYPI)		

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2023-24)	99,571,860.51	141,267,968.04	41.9%	Yes
1st Subsequent Year (2024-25)	39,089,508.00	39,116,752.00	.1%	No
2nd Subsequent Year (2025-26)	39,089,508.00	39,116,752.00	.1%	No

Explanation:
(required if Yes)

Increase in federal revenue in 23-24 due to budgeting carry over funds from the 2022-23 year and one time FEMA grant funds received.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2023-24)	111,824,543.94	123,738,287.12	10.7%	Yes
1st Subsequent Year (2024-25)	111,099,686.26	115,293,761.00	3.8%	No
2nd Subsequent Year (2025-26)	111,099,686.26	115,293,461.00	3.8%	No

Explanation:
(required if Yes)

Increase in 2023-24 due to budgeting carry over funds from the 2022-23 year.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2023-24)	6,184,125.10	8,218,346.29	32.9%	Yes
1st Subsequent Year (2024-25)	6,184,125.00	6,673,728.00	7.9%	Yes
2nd Subsequent Year (2025-26)	6,184,125.00	6,673,728.00	7.9%	Yes

Explanation:
(required if Yes)

Local revenue increase in the 2023-24 year due to the budgeting of local grant carry over funds from the 2022-23 year. Increases in 24-25 and 25-26 due to the budgeting of ongoing local Gear Up funds and Medi-Cal billing funds.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2023-24)	38,736,988.51	59,646,009.09	54.0%	Yes
1st Subsequent Year (2024-25)	29,410,799.48	26,028,139.00	-11.5%	Yes
2nd Subsequent Year (2025-26)	24,644,077.48	21,168,307.60	-14.1%	Yes

Explanation:
(required if Yes)

Books and supplies increase in 23-24 due to the budgeting of carry over funds from 2022-23 including ESSER, ELOP and Title programs. Decreases in 2024-25 and 2025-26 due to the removal of carry over funds and estimated reduction necessary to offset the increase in salaries and benefit costs for restricted programs.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2023-24)	111,859,298.06	136,170,085.69	21.7%	Yes
1st Subsequent Year (2024-25)	104,768,974.09	116,760,639.00	11.4%	Yes
2nd Subsequent Year (2025-26)	107,328,203.29	119,680,989.31	11.5%	Yes

Explanation:
(required if Yes)

Services and operating expenditures increase in 2023-24 due to budgeting of carry over funds from 22-23 and increases for 2023-24, 2024-25 and 2025-26 due to estimated increases in special education contracted services, transportation services, and increases in operating expenditures.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption	First Interim	Percent Change	Status
	Budget	Projected Year Totals		
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2023-24)	217,580,529.55	273,224,601.45	25.6%	Not Met
1st Subsequent Year (2024-25)	156,373,319.26	161,084,241.00	3.0%	Met
2nd Subsequent Year (2025-26)	156,373,319.26	161,083,941.00	3.0%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2023-24)	150,596,286.57	195,816,094.78	30.0%	Not Met
1st Subsequent Year (2024-25)	134,179,773.57	142,788,778.00	6.4%	Not Met
2nd Subsequent Year (2025-26)	131,972,280.77	140,849,296.91	6.7%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

Increase in federal revenue in 23-24 due to budgeting carry over funds from the 2022-23 year and one time FEMA grant funds received.

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

Increase in 2023-24 due to budgeting carry over funds from the 2022-23 year.

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

Local revenue increase in the 2023-24 year due to the budgeting of local grant carry over funds from the 2022-23 year. Increases in 24-25 and 25-26 due to the budgeting of ongoing local Gear Up funds and Medi-Cal billing funds.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

Books and supplies increase in 23-24 due to the budgeting of carry over funds from 2022-23 including ESSER, ELOP and Title programs. Decreases in 2024-25 and 2025-26 due to the removal of carry over funds and estimated reduction necessary to offset the increase in salaries and benefit costs for restricted programs.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

Services and operating expenditures increase in 2023-24 due to budgeting of carry over funds from 22-23 and increases for 2023-24, 2024-25 and 2025-26 due to estimated increases in special education contracted services, transportation services, and increases in operating expenditures.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution	Status
		Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	
1. OMMA/RMA Contribution	18,493,189.22	18,493,200.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		18,493,200.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	7.7%	2.3%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.3%	2.6%	.8%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000- 7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Current Year (2023-24)	(41,760,353.87)	439,044,096.72	9.5%
1st Subsequent Year (2024-25)	(26,213,025.86)	426,915,822.86	6.1%	Not Met
2nd Subsequent Year (2025-26)	(40,953,053.26)	435,982,414.26	9.4%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

Unrestricted deficit spending increases in the current year and two subsequent years due to bargaining agreement settlements reached. The district will continue to monitor its fiscal outlook and develop strategies for balancing the budget.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2023-24)	202,873,818.53	Met
1st Subsequent Year (2024-25)	126,413,572.43	Met
2nd Subsequent Year (2025-26)	85,024,318.93	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2023-24)	85,024,019.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$80,000 (greater of)	0 to 300
4% or \$80,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	33,823.80	33,414.40	33,244.20
District's Reserve Standard Percentage Level:	2%	2%	2%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

Yes

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds
(Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	833,549,640.51	744,170,659.10	712,723,997.50
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	833,549,640.51	744,170,659.10	712,723,997.50

4.	Reserve Standard Percentage Level	2%	2%	2%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	16,670,992.81	14,883,413.18	14,254,479.95
6.	Reserve Standard - by Amount (\$80,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	District's Reserve Standard (Greater of Line B5 or Line B6)	16,670,992.81	14,883,413.18	14,254,479.95

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year		
	Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	16,621,485.00	14,833,905.00	14,204,972.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	66,933,334.61	42,507,888.75	2,183,768.49
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	83,554,819.61	57,341,793.75	16,388,740.49
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.02%	7.71%	2.30%
District's Reserve Standard (Section 10B, Line 7):	16,670,992.81	14,883,413.18	14,254,479.95
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

The expenditures primarily lie within the districts certificated and classified salaries costs and related benefits under its one time ESSER funds. The district plans to shift these costs to other one-time funding sources for the 2024-25 year and make staffing and budget adjustments to re-align for the 2025-26 year.

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund					
(Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2023-24)	(104,925,542.97)	(122,013,844.32)	16.3%	17,088,301.35	Not Met
1st Subsequent Year (2024-25)	(112,881,683.00)	(123,845,132.00)	9.7%	10,963,449.00	Not Met
2nd Subsequent Year (2025-26)	(121,307,234.00)	(133,142,899.00)	9.8%	11,835,665.00	Not Met
1b. Transfers In, General Fund *					
Current Year (2023-24)	2,475,399.00	2,475,399.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	2,475,399.00	2,475,399.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	2,475,399.00	2,475,399.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Projected contributions have increased due to bargaining unit settlement agreements and related one-time and ongoing costs within.

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2023-24
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds	27	Fund 51 - Bond Interest and Redemption Fund	Object 7438, 7439	451,272,966
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01, 09, 11, 13, 21, 67, 68	Object Code 1-3999	6,972,199

Other Long-term Commitments (do not include OPEB):

Lease Revenue Bonds	18	Fund 25 Developer Fees, Fund 49 Mello Roos	Object 7438, 7439	52,060,000
TOTAL:				510,305,166

Type of Commitment (continued)	Prior Year	Current Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)	(2025-26)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds	49,025,173	38,111,178	38,801,801	37,249,550
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Lease Revenue Bonds	5,467,974	5,466,294	5,462,364	5,486,298

Total Annual Payments:	54,493,147	43,577,472	44,264,165	42,735,848
Has total annual payment increased over prior year (2022-23)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

Yes

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No

	Budget Adoption	
	(Form 01CS, Item S7A)	First Interim
2 OPEB Liabilities		
a. Total OPEB liability	442,140,012.00	392,127,242.00
b. OPEB plan(s) fiduciary net position (if applicable)	133,906,497.00	124,661,230.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	308,233,515.00	267,466,012.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2021	Jun 30, 2022

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

	Budget Adoption	
	(Form 01CS, Item S7A)	First Interim
3 OPEB Contributions		
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2023-24)	28,427,786.00	29,218,877.00
1st Subsequent Year (2024-25)	28,427,786.00	24,494,972.00
2nd Subsequent Year (2025-26)	28,427,786.00	25,202,818.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2023-24)	25,877,951.47	25,542,562.08
1st Subsequent Year (2024-25)	28,427,786.00	24,494,972.00
2nd Subsequent Year (2025-26)	28,427,786.00	25,202,818.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2023-24)	19,288,427.00	17,332,844.00
1st Subsequent Year (2024-25)	20,029,056.00	15,832,886.00
2nd Subsequent Year (2025-26)	20,988,265.00	17,012,160.00

d. Number of retirees receiving OPEB benefits

Current Year (2023-24)	3,098	3,199
1st Subsequent Year (2024-25)	3,098	3,199
2nd Subsequent Year (2025-26)	3,098	3,199

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)
-
- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?
-
- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?
-

		Budget Adoption	
		(Form 01CS, Item S7B)	First Interim
2	Self-Insurance Liabilities		
	a. Accrued liability for self-insurance programs	15,010,795.97	16,340,967.17
	b. Unfunded liability for self-insurance programs	15,010,795.97	16,340,967.17

		Budget Adoption	
		(Form 01CS, Item S7B)	First Interim
3	Self-Insurance Contributions		
	a. Required contribution (funding) for self-insurance programs		
	Current Year (2023-24)	15,010,795.97	15,010,795.97
	1st Subsequent Year (2024-25)	15,010,796.00	15,010,795.97
	2nd Subsequent Year (2025-26)	15,010,796.00	15,010,795.97
	b. Amount contributed (funded) for self-insurance programs		
	Current Year (2023-24)	15,010,795.97	15,010,795.97
	1st Subsequent Year (2024-25)	15,010,796.00	15,010,795.97
	2nd Subsequent Year (2025-26)	15,010,796.00	15,010,795.97

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,267.6	2,263.3	2,263.3	2,263.3

1a. Have any salary and benefit negotiations been settled since budget adoption?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Sep 07, 2023

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Sep 07, 2023

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

Yes

If Yes, date of budget revision board adoption:

Dec 14, 2023

4. Period covered by the agreement:

Begin Date: Jul 01, 2022

End Date: Jun 30, 2023

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement	71,483,691	36,842,653	368,426,553
---------------------------------	------------	------------	-------------

% change in salary schedule from prior year	10.0%
---	-------

or

Multiyear Agreement

Total cost of salary settlement			
---------------------------------	--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")			
--	--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Funding source is unrestricted and restricted general fund.

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

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Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Yes	Yes	Yes
52,562,739	57,188,260	62,220,827
100.0%	100.0%	100.0%
8.8%	8.8%	8.8%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs

--	--	--

If Yes, explain the nature of the new costs:

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Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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Certificated (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Yes	Yes	Yes
	3,909,128	3,963,855
1.4%	1.4%	1.4%

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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Certificated (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Yes	No	No
Yes	No	No

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified (non-management) FTE positions	1,404.8	1,445.0	1,445.0	1,445.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Nov 16, 2023

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Nov 16, 2023

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

Yes

If Yes, date of budget revision board adoption:

Dec 14, 2023

4. Period covered by the agreement:

Begin Date:

Jul 01, 2022

End Date:

Jun 30, 2023

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Yes	Yes	Yes
-----	-----	-----

One Year Agreement

Total cost of salary settlement	18,197,426	10,972,779	10,972,779
% change in salary schedule from prior year	10.0%		

or

Multiyear Agreement

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

The funding source will be the unrestricted and restricted general fund as well as child development, cafeteria, and adult education funds.

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

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	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

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Classified (Non-management) Health and Welfare (H&W) Benefits	Current Year	1st Subsequent Year	2nd Subsequent Year
	(2023-24)	(2024-25)	(2025-26)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	27,354,374	29,761,559	32,380,576
3. Percent of H&W cost paid by employer	100.0%	100.0%	100.0%
4. Percent projected change in H&W cost over prior year	8.8%	8.8%	8.8%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments	Current Year	1st Subsequent Year	2nd Subsequent Year
	(2023-24)	(2024-25)	(2025-26)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments		518,463	545,826
3. Percent change in step & column over prior year	.7%	.7%	.7%

Classified (Non-management) Attrition (layoffs and retirements)	Current Year	1st Subsequent Year	2nd Subsequent Year
	(2023-24)	(2024-25)	(2025-26)
1. Are savings from attrition included in the interim and MYPs?	Yes	No	No
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	No	No

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?

No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	324.2	341.9	341.9	341.9

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

497,740

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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4. Amount included for any tentative salary schedule increases

	0	0	0
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Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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1. Are costs of H&W benefit changes included in the interim and MYPs?

Yes	Yes	Yes
-----	-----	-----

2. Total cost of H&W benefits

6,843,349	7,445,564	8,100,773
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3. Percent of H&W cost paid by employer

100.0%	100.0%	100.0%
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4. Percent projected change in H&W cost over prior year

8.8%	8.8%	8.8%
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Management/Supervisor/Confidential

Step and Column Adjustments

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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1. Are step & column adjustments included in the interim and MYPs?

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2. Cost of step & column adjustments

		274,397	278,026
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3. Percent change in step and column over prior year

.7%	.7%	.7%
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Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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1. Are costs of other benefits included in the interim and MYPs?

No	No	No
----	----	----

2. Total cost of other benefits

--	--	--

3. Percent change in cost of other benefits over prior year

--	--	--

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1.** Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
- A2.** Is the system of personnel position control independent from the payroll system?
- A3.** Is enrollment decreasing in both the prior and current fiscal years?
- A4.** Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
- A5.** Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6.** Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7.** Is the district's financial system independent of the county office system?
- A8.** Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
- A9.** Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	500,312,508.00	.27%	501,672,557.00	.72%	505,297,188.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	
3. Other State Revenues	8300-8599	12,144,270.26	32.03%	16,034,563.00	0.00%	16,034,263.00
4. Other Local Revenues	8600-8799	4,365,409.91	0.00%	4,365,410.00	0.00%	4,365,410.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,475,399.00	0.00%	2,475,399.00	0.00%	2,475,399.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(122,013,844.32)	1.50%	(123,845,132.00)	7.51%	(133,142,899.00)
6. Total (Sum lines A1 thru A5c)		397,283,742.85	.86%	400,702,797.00	(1.42%)	395,029,361.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				213,630,890.11		199,783,105.07
b. Step & Column Adjustment				2,710,242.96		2,796,963.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(16,558,028.00)		(514,488.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	213,630,890.11	(6.48%)	199,783,105.07	1.14%	202,065,580.07
2. Classified Salaries						
a. Base Salaries				51,334,360.38		49,274,570.79
b. Step & Column Adjustment				334,507.41		344,922.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,394,297.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	51,334,360.38	(4.01%)	49,274,570.79	.70%	49,619,492.79
3. Employee Benefits	3000-3999	137,484,805.48	3.74%	142,632,158.00	4.60%	149,196,437.85
4. Books and Supplies	4000-4999	8,706,896.10	0.00%	8,706,896.00	.97%	8,791,122.60
5. Services and Other Operating Expenditures	5000-5999	33,261,621.79	(4.58%)	31,738,233.00	.27%	31,822,459.31
6. Capital Outlay	6000-6999	1,527,014.88	(94.36%)	86,073.00	0.00%	86,072.75
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,510,300.00	0.00%	1,510,300.00	0.00%	1,510,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(8,411,792.02)	(18.98%)	(6,815,513.00)	4.31%	(7,109,051.11)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		439,044,096.72	(2.76%)	426,915,822.86	2.12%	435,982,414.26
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(41,760,353.87)		(26,213,025.86)		(40,953,053.26)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		135,640,173.48		93,879,819.61		67,666,793.75
2. Ending Fund Balance (Sum lines C and D1)		93,879,819.61		67,666,793.75		26,713,740.49
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	10,000,000.00		10,000,000.00		10,000,000.00
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
1. Reserve for Economic Uncertainties	9789	16,621,485.00		14,833,905.00		14,204,972.00
2. Unassigned/Unappropriated	9790	66,933,334.61		42,507,888.75		2,183,768.49
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		93,879,819.61		67,666,793.75		26,713,740.49
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	16,621,485.00		14,833,905.00		14,204,972.00
c. Unassigned/Unappropriated	9790	66,933,334.61		42,507,888.75		2,183,768.49
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		83,554,819.61		57,341,793.75		16,388,740.49
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments for 24-25 include removal of one-time salary expenditure costs related to one-time retro payment. Adjustments for 25-26 include staffing reductions due to enrollment decline.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	2,478,216.00	0.00%	2,478,216.00	0.00%	2,478,216.00
2. Federal Revenues	8100-8299	141,267,968.04	(72.31%)	39,116,752.00	0.00%	39,116,752.00
3. Other State Revenues	8300-8599	111,594,016.86	(11.05%)	99,259,198.00	0.00%	99,259,198.00
4. Other Local Revenues	8600-8799	3,852,936.38	(40.09%)	2,308,318.00	0.00%	2,308,318.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	122,013,844.32	1.50%	123,845,132.00	7.51%	133,142,899.00
6. Total (Sum lines A1 thru A5c)		381,206,981.60	(29.96%)	267,007,616.00	3.48%	276,305,383.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				88,604,421.53		81,673,241.53
b. Step & Column Adjustment				524,373.00		531,714.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(7,455,553.00)		(16,686,366.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	88,604,421.53	(7.82%)	81,673,241.53	(19.78%)	65,518,589.53
2. Classified Salaries						
a. Base Salaries				38,920,724.71		36,957,645.71
b. Step & Column Adjustment				174,550.00		175,772.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,137,629.00)		(9,074,306.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	38,920,724.71	(5.04%)	36,957,645.71	(24.08%)	28,059,111.71
3. Employee Benefits	3000-3999	91,229,242.19	.27%	91,472,588.00	(12.79%)	79,775,290.00
4. Books and Supplies	4000-4999	50,939,112.99	(66.00%)	17,321,243.00	(28.54%)	12,377,185.00
5. Services and Other Operating Expenditures	5000-5999	102,908,463.90	(17.38%)	85,022,406.00	3.34%	87,858,530.00
6. Capital Outlay	6000-6999	14,660,254.53	(88.03%)	1,754,811.00	0.00%	1,754,811.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	7,243,323.94	(22.04%)	5,647,045.00	5.20%	5,940,583.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	
10. Other Adjustments (Explain in Section F below)				(2,594,144.00)		(4,542,517.00)
11. Total (Sum lines B1 thru B10)		394,505,543.79	(19.58%)	317,254,836.24	(12.77%)	276,741,583.24
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(13,298,562.19)		(50,247,220.24)		(436,200.24)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		122,292,561.11		108,993,998.92		58,746,778.68
2. Ending Fund Balance (Sum lines C and D1)		108,993,998.92		58,746,778.68		58,310,578.44
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	108,993,998.92		58,746,778.68		58,310,578.44
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		108,993,998.92		58,746,778.68		58,310,578.44
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments for salaries include removal of one time costs for retro payments and removal of one time carry over funds. Adjustments for line 10 include budget reductions to materials and supplies necessary to offset increases in salaries and benefits.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	502,790,724.00	.27%	504,150,773.00	.72%	507,775,404.00
2. Federal Revenues	8100-8299	141,267,968.04	(72.31%)	39,116,752.00	0.00%	39,116,752.00
3. Other State Revenues	8300-8599	123,738,287.12	(6.82%)	115,293,761.00	0.00%	115,293,461.00
4. Other Local Revenues	8600-8799	8,218,346.29	(18.79%)	6,673,728.00	0.00%	6,673,728.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,475,399.00	0.00%	2,475,399.00	0.00%	2,475,399.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		778,490,724.45	(14.23%)	667,710,413.00	.54%	671,334,744.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				302,235,311.64		281,456,346.60
b. Step & Column Adjustment				3,234,615.96		3,328,677.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(24,013,581.00)		(17,200,854.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	302,235,311.64	(6.88%)	281,456,346.60	(4.93%)	267,584,169.60
2. Classified Salaries						
a. Base Salaries				90,255,085.09		86,232,216.50
b. Step & Column Adjustment				509,057.41		520,694.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(4,531,926.00)		(9,074,306.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	90,255,085.09	(4.46%)	86,232,216.50	(9.92%)	77,678,604.50
3. Employee Benefits	3000-3999	228,714,047.67	2.36%	234,104,746.00	(2.19%)	228,971,727.85
4. Books and Supplies	4000-4999	59,646,009.09	(56.36%)	26,028,139.00	(18.67%)	21,168,307.60
5. Services and Other Operating Expenditures	5000-5999	136,170,085.69	(14.25%)	116,760,639.00	2.50%	119,680,989.31
6. Capital Outlay	6000-6999	16,187,269.41	(88.63%)	1,840,884.00	0.00%	1,840,883.75
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,510,300.00	0.00%	1,510,300.00	0.00%	1,510,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,168,468.08)	0.00%	(1,168,468.00)	0.00%	(1,168,468.11)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(2,594,144.00)		(4,542,517.00)
11. Total (Sum lines B1 thru B10)		833,549,640.51	(10.72%)	744,170,659.10	(4.23%)	712,723,997.50
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(55,058,916.06)		(76,460,246.10)		(41,389,253.50)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		257,932,734.59		202,873,818.53		126,413,572.43
2. Ending Fund Balance (Sum lines C and D1)		202,873,818.53		126,413,572.43		85,024,318.93
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	108,993,998.92		58,746,778.68		58,310,578.44
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	10,000,000.00		10,000,000.00		10,000,000.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	16,621,485.00		14,833,905.00		14,204,972.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	66,933,334.61		42,507,888.75		2,183,768.49
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		202,873,818.53		126,413,572.43		85,024,318.93
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	16,621,485.00		14,833,905.00		14,204,972.00
c. Unassigned/Unappropriated	9790	66,933,334.61		42,507,888.75		2,183,768.49
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		83,554,819.61		57,341,793.75		16,388,740.49
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.02%		7.71%		2.30%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		33,823.80		33,414.40		33,244.20
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		833,549,640.51		744,170,659.10		712,723,997.50
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		833,549,640.51		744,170,659.10		712,723,997.50
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		16,670,992.81		14,883,413.18		14,254,479.95
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		16,670,992.81		14,883,413.18		14,254,479.95
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

GENERAL FUND

General Fund Definition

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund. The General Fund also contains categorical programs such as Every Student Succeeds Act (ESSA), Title I, After School Education and Safety (ASES), and others.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	500,346,764.00	500,346,764.00	110,710,024.97	500,312,508.00	(34,256.00)	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	11,901,384.26	11,901,384.26	2,345,485.13	12,144,270.26	242,886.00	2.0%
4) Other Local Revenue		8600-8799	4,151,175.00	4,151,175.00	3,795,463.71	4,365,409.91	214,234.91	5.2%
5) TOTAL, REVENUES			516,399,323.26	516,399,323.26	116,850,973.81	516,822,188.17		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	178,470,005.80	178,470,005.80	51,432,523.85	213,630,890.11	(35,160,884.31)	-19.7%
2) Classified Salaries		2000-2999	42,511,512.58	42,511,512.58	12,767,813.01	51,334,360.38	(8,822,847.80)	-20.8%
3) Employee Benefits		3000-3999	130,846,426.31	130,846,426.31	30,933,064.71	137,484,805.48	(6,638,379.17)	-5.1%
4) Books and Supplies		4000-4999	13,219,895.98	13,219,895.98	835,034.39	8,706,896.10	4,512,999.88	34.1%
5) Services and Other Operating Expenditures		5000-5999	27,570,886.09	27,570,886.09	7,756,838.24	33,261,621.79	(5,690,735.70)	-20.6%
6) Capital Outlay		6000-6999	49,259.00	49,259.00	24,723.45	1,527,014.88	(1,477,755.88)	-3,000.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,510,300.00	1,510,300.00	410,882.95	1,510,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(7,894,318.65)	(7,894,318.65)	(41,421.85)	(8,411,792.02)	517,473.37	-6.6%
9) TOTAL, EXPENDITURES			386,283,967.11	386,283,967.11	104,119,458.75	439,044,096.72		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			130,115,356.15	130,115,356.15	12,731,515.06	77,778,091.45		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(104,925,542.97)	(104,925,542.97)	0.00	(122,013,844.32)	(17,088,301.35)	16.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			(102,450,143.97)	(102,450,143.97)	0.00	(119,538,445.32)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			27,665,212.18	27,665,212.18	12,731,515.06	(41,760,353.87)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	135,640,173.48	135,640,173.48		135,640,173.48	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,640,173.48	135,640,173.48		135,640,173.48		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,640,173.48	135,640,173.48		135,640,173.48		
2) Ending Balance, June 30 (E + F1e)			163,305,385.66	163,305,385.66		93,879,819.61		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	225,000.00	225,000.00		225,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	85,832,540.00	85,832,540.00		10,000,000.00		
Unsettled Labor Negotiations	0000	9760	85,832,540.00					
Unsettled Labor Negotiations	0000	9760		85,832,540.00				
Unsettled Labor Negotiations	0000	9760				10,000,000.00		
d) Assigned								
Other Assignments		9780	2,260,058.00	2,260,058.00		0.00		
Supplemental Concentration Funds	0000	9780	2,260,058.00					
Supplemental Concentration Funds	0000	9780		2,260,058.00				
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	13,929,776.00	13,929,776.00		16,621,485.00		
Unassigned/Unappropriated Amount		9790	60,958,011.66	60,958,011.66		66,933,334.61		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	270,827,316.00	270,827,316.00	80,906,818.00	260,859,029.00	(9,968,287.00)	-3.7%
Education Protection Account State Aid - Current Year		8012	115,844,768.00	115,844,768.00	29,701,919.00	114,124,433.00	(1,720,335.00)	-1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	676,780.00	676,780.00	0.00	660,685.00	(16,095.00)	-2.4%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	90,638,481.00	90,638,481.00	0.00	95,962,615.00	5,324,134.00	5.9%
Unsecured Roll Taxes		8042	2,922,607.00	2,922,607.00	0.00	3,339,725.00	417,118.00	14.3%
Prior Years' Taxes		8043	565,379.00	565,379.00	0.00	742,967.00	177,588.00	31.4%
Supplemental Taxes		8044	4,137,666.00	4,137,666.00	0.00	4,509,791.00	372,125.00	9.0%
Education Revenue Augmentation Fund (ERAF)		8045	17,357,503.00	17,357,503.00	40,389.36	21,094,643.00	3,737,140.00	21.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	11,753,321.00	11,753,321.00	70,264.61	13,400,481.00	1,647,160.00	14.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			514,723,821.00	514,723,821.00	110,719,390.97	514,694,369.00	(29,452.00)	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(14,377,057.00)	(14,377,057.00)	(9,366.00)	(14,381,861.00)	(4,804.00)	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			500,346,764.00	500,346,764.00	110,710,024.97	500,312,508.00	(34,256.00)	0.0%
FEDERAL REVENUE								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,625,347.26	1,625,347.26	0.00	1,625,347.26	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,898,660.00	5,898,660.00	1,341,741.13	6,141,546.00	242,886.00	4.1%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	4,377,377.00	4,377,377.00	1,003,744.00	4,377,377.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			11,901,384.26	11,901,384.26	2,345,485.13	12,144,270.26	242,886.00	2.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	50,000.00	50,000.00	122,807.23	122,807.23	72,807.23	145.6%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,651,324.00	1,651,324.00	463,809.35	1,651,324.00	0.00	0.0%
Interest		8660	1,250,000.00	1,250,000.00	0.00	1,250,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	1,555,143.26	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	813,851.00	813,851.00	(57,247.97)	813,851.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	386,000.00	386,000.00	1,710,951.84	527,427.68	141,427.68	36.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,151,175.00	4,151,175.00	3,795,463.71	4,365,409.91	214,234.91	5.2%
TOTAL, REVENUES			516,399,323.26	516,399,323.26	116,850,973.81	516,822,188.17	422,864.91	0.1%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	147,558,395.87	147,558,395.87	41,684,335.18	179,682,952.20	(32,124,556.33)	-21.8%
Certificated Pupil Support Salaries		1200	10,885,971.14	10,885,971.14	3,637,670.54	13,286,321.03	(2,400,349.89)	-22.0%
Certificated Supervisors' and Administrators' Salaries		1300	17,622,098.89	17,622,098.89	5,600,455.69	18,070,962.03	(448,863.14)	-2.5%
Other Certificated Salaries		1900	2,403,539.90	2,403,539.90	510,062.44	2,590,654.85	(187,114.95)	-7.8%
TOTAL, CERTIFICATED SALARIES			178,470,005.80	178,470,005.80	51,432,523.85	213,630,890.11	(35,160,884.31)	-19.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,698,284.80	1,698,284.80	360,829.84	2,723,440.24	(1,025,155.44)	-60.4%
Classified Support Salaries		2200	16,795,303.48	16,795,303.48	4,992,459.31	20,688,529.61	(3,893,226.13)	-23.2%
Classified Supervisors' and Administrators' Salaries		2300	6,611,565.10	6,611,565.10	2,120,018.48	7,090,968.55	(479,403.45)	-7.3%
Clerical, Technical and Office Salaries		2400	15,325,955.16	15,325,955.16	4,815,105.31	18,293,239.47	(2,967,284.31)	-19.4%
Other Classified Salaries		2900	2,080,404.04	2,080,404.04	479,400.07	2,538,182.51	(457,778.47)	-22.0%
TOTAL, CLASSIFIED SALARIES			42,511,512.58	42,511,512.58	12,767,813.01	51,334,360.38	(8,822,847.80)	-20.8%
EMPLOYEE BENEFITS								
STRS		3101-3102	32,849,899.47	32,849,899.47	9,230,505.72	39,098,627.09	(6,248,727.62)	-19.0%
PERS		3201-3202	11,559,720.82	11,559,720.82	3,161,499.16	13,518,496.18	(1,958,775.36)	-16.9%
OASDI/Medicare/Alternative		3301-3302	6,877,981.79	6,877,981.79	1,628,588.50	7,407,875.34	(529,893.55)	-7.7%
Health and Welfare Benefits		3401-3402	61,089,333.00	61,089,333.00	12,722,191.20	58,338,601.63	2,750,731.37	4.5%
Unemployment Insurance		3501-3502	122,170.35	122,170.35	33,168.24	131,120.68	(8,950.33)	-7.3%
Workers' Compensation		3601-3602	3,306,188.75	3,306,188.75	963,006.34	3,965,234.39	(659,045.64)	-19.9%
OPEB, Allocated		3701-3702	15,011,056.02	15,011,056.02	3,184,941.31	14,994,228.65	16,827.37	0.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	30,076.11	30,076.11	9,164.24	30,621.52	(545.41)	-1.8%
TOTAL, EMPLOYEE BENEFITS			130,846,426.31	130,846,426.31	30,933,064.71	137,484,805.48	(6,638,379.17)	-5.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	5,095,610.87	5,095,610.87	0.00	52,474.37	5,043,136.50	99.0%
Books and Other Reference Materials		4200	92,725.68	92,725.68	3,191.30	74,053.73	18,671.95	20.1%
Materials and Supplies		4300	7,725,795.27	7,725,795.27	754,008.40	8,205,737.35	(479,942.08)	-6.2%
Noncapitalized Equipment		4400	305,764.16	305,764.16	77,834.69	374,630.65	(68,866.49)	-22.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			13,219,895.98	13,219,895.98	835,034.39	8,706,896.10	4,512,999.88	34.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	811,586.00	811,586.00	99,159.32	833,630.48	(22,044.48)	-2.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Travel and Conferences		5200	410,877.00	410,877.00	67,523.37	485,034.28	(74,157.28)	-18.0%
Dues and Memberships		5300	157,554.00	157,554.00	124,340.50	225,775.00	(68,221.00)	-43.3%
Insurance		5400-5450	2,286,064.00	2,286,064.00	1,224,506.08	2,500,904.53	(214,840.53)	-9.4%
Operations and Housekeeping Services		5500	10,855,523.35	10,855,523.35	2,551,082.76	10,896,502.35	(40,979.00)	-0.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,373,447.45	1,373,447.45	149,238.87	1,663,790.96	(290,343.51)	-21.1%
Transfers of Direct Costs		5710	(372,187.53)	(372,187.53)	(63,181.15)	(365,838.38)	(6,349.15)	1.7%
Transfers of Direct Costs - Interfund		5750	(1,273,367.00)	(1,273,367.00)	(39,824.28)	(1,299,045.46)	25,678.46	-2.0%
Professional/Consulting Services and Operating Expenditures		5800	11,751,998.34	11,751,998.34	3,277,838.00	16,683,501.92	(4,931,503.58)	-42.0%
Communications		5900	1,569,390.48	1,569,390.48	366,154.77	1,637,366.11	(67,975.63)	-4.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			27,570,886.09	27,570,886.09	7,756,838.24	33,261,621.79	(5,690,735.70)	-20.6%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	7,259.00	7,259.00	24,723.45	1,460,014.88	(1,452,755.88)	-20,013.2%
Equipment Replacement		6500	42,000.00	42,000.00	0.00	67,000.00	(25,000.00)	-59.5%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			49,259.00	49,259.00	24,723.45	1,527,014.88	(1,477,755.88)	-3,000.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,500,000.00	1,500,000.00	408,776.00	1,500,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	10,300.00	10,300.00	2,106.95	10,300.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,510,300.00	1,510,300.00	410,882.95	1,510,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(6,616,548.80)	(6,616,548.80)	(39,465.09)	(7,243,323.94)	626,775.14	-9.5%
Transfers of Indirect Costs - Interfund		7350	(1,277,769.85)	(1,277,769.85)	(1,956.76)	(1,168,468.08)	(109,301.77)	8.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(7,894,318.65)	(7,894,318.65)	(41,421.85)	(8,411,792.02)	517,473.37	-6.6%
TOTAL, EXPENDITURES			386,283,967.11	386,283,967.11	104,119,458.75	439,044,096.72	(52,760,129.61)	-13.7%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(104,925,542.97)	(104,925,542.97)	0.00	(122,013,844.32)	(17,088,301.35)	16.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(104,925,542.97)	(104,925,542.97)	0.00	(122,013,844.32)	(17,088,301.35)	16.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(102,450,143.97)	(102,450,143.97)	0.00	(119,538,445.32)	(17,088,301.35)	16.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	2,478,216.00	2,478,216.00	174,324.00	2,478,216.00	0.00	0.0%
2) Federal Revenue		8100-8299	99,571,860.51	99,571,860.51	30,651,433.87	141,267,968.04	41,696,107.53	41.9%
3) Other State Revenue		8300-8599	99,923,159.68	99,923,159.68	31,212,436.16	111,594,016.86	11,670,857.18	11.7%
4) Other Local Revenue		8600-8799	2,032,950.10	2,032,950.10	2,160,762.26	3,852,936.38	1,819,986.28	89.5%
5) TOTAL, REVENUES			204,006,186.29	204,006,186.29	64,198,956.29	259,193,137.28		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	70,896,487.51	70,896,487.51	27,281,768.48	88,604,421.53	(17,707,934.02)	-25.0%
2) Classified Salaries		2000-2999	34,523,944.01	34,523,944.01	8,221,876.53	38,920,724.71	(4,396,780.70)	-12.7%
3) Employee Benefits		3000-3999	89,940,805.24	89,940,805.24	15,654,370.14	91,229,242.19	(1,288,436.95)	-1.4%
4) Books and Supplies		4000-4999	25,517,092.53	25,517,092.53	4,640,591.53	50,939,112.99	(25,422,020.46)	-99.6%
5) Services and Other Operating Expenditures		5000-5999	84,288,411.97	84,288,411.97	12,164,858.71	102,908,463.90	(18,620,051.93)	-22.1%
6) Capital Outlay		6000-6999	896,917.94	896,917.94	16,739,798.18	14,660,254.53	(13,763,336.59)	-1,534.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	6,616,548.80	6,616,548.80	39,465.09	7,243,323.94	(626,775.14)	-9.5%
9) TOTAL, EXPENDITURES			312,680,208.00	312,680,208.00	84,742,728.66	394,505,543.79		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(108,674,021.71)	(108,674,021.71)	(20,543,772.37)	(135,312,406.51)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	104,925,542.97	104,925,542.97	0.00	122,013,844.32	17,088,301.35	16.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			104,925,542.97	104,925,542.97	0.00	122,013,844.32		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,748,478.74)	(3,748,478.74)	(20,543,772.37)	(13,298,562.19)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	122,292,561.11	122,292,561.11		122,292,561.11	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			122,292,561.11	122,292,561.11		122,292,561.11		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			122,292,561.11	122,292,561.11		122,292,561.11		
2) Ending Balance, June 30 (E + F1e)			118,544,082.37	118,544,082.37		108,993,998.92		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	118,544,082.37	118,544,082.37		108,993,998.92		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	2,478,216.00	2,478,216.00	174,324.00	2,478,216.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			2,478,216.00	2,478,216.00	174,324.00	2,478,216.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,572,361.00	9,572,361.00	(378,028.71)	11,392,586.05	1,820,225.05	19.0%
Special Education Discretionary Grants		8182	905,122.00	905,122.00	(59,880.40)	945,951.60	40,829.60	4.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	7,162,886.54	7,162,886.54	7,162,886.54	New
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	20,413,155.00	20,413,155.00	1,986,308.76	23,017,663.73	2,604,508.73	12.8%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	2,076,947.00	2,076,947.00	916,506.74	2,993,453.74	916,506.74	44.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	78,134.79	78,134.79	78,134.79	New
Title III, Part A, English Learner Program	4203	8290	970,401.00	970,401.00	270,648.04	1,752,738.04	782,337.04	80.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	4,057,081.25	4,057,081.25	689,487.62	7,822,098.39	3,765,017.14	92.8%
Career and Technical Education	3500-3599	8290	592,019.00	592,019.00	0.00	592,019.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	60,984,774.26	60,984,774.26	19,985,370.49	85,510,436.16	24,525,661.90	40.2%
TOTAL, FEDERAL REVENUE			99,571,860.51	99,571,860.51	30,651,433.87	141,267,968.04	41,696,107.53	41.9%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	31,238,631.91	31,238,631.91	9,452,580.00	31,238,631.91	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	2,324,766.00	2,324,766.00	1,443,136.78	2,324,766.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	9,160,217.35	9,160,217.35	1,783,351.02	10,943,568.37	1,783,351.02	19.5%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	2,593,290.54	2,593,290.54	2,611,471.72	5,204,762.26	2,611,471.72	100.7%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	406,966.00	406,966.00	0.00	427,474.00	20,508.00	5.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	54,199,287.88	54,199,287.88	15,921,896.64	61,454,814.32	7,255,526.44	13.4%
TOTAL, OTHER STATE REVENUE			99,923,159.68	99,923,159.68	31,212,436.16	111,594,016.86	11,670,857.18	11.7%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	53,277.07	48,777.07	48,777.07	New
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,032,950.10	2,032,950.10	2,107,485.19	3,804,159.31	1,771,209.21	87.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,032,950.10	2,032,950.10	2,160,762.26	3,852,936.38	1,819,986.28	89.5%
TOTAL, REVENUES			204,006,186.29	204,006,186.29	64,198,956.29	259,193,137.28	55,186,950.99	27.1%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	39,622,836.48	39,622,836.48	17,321,508.07	50,926,374.00	(11,303,537.52)	-28.5%
Certificated Pupil Support Salaries		1200	11,166,098.27	11,166,098.27	4,053,333.80	13,471,011.91	(2,304,913.64)	-20.6%
Certificated Supervisors' and Administrators' Salaries		1300	5,403,146.37	5,403,146.37	1,944,171.49	5,373,431.67	29,714.70	0.5%
Other Certificated Salaries		1900	14,704,406.39	14,704,406.39	3,962,755.12	18,833,603.95	(4,129,197.56)	-28.1%
TOTAL, CERTIFICATED SALARIES			70,896,487.51	70,896,487.51	27,281,768.48	88,604,421.53	(17,707,934.02)	-25.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	10,386,181.61	10,386,181.61	1,584,170.73	12,902,261.81	(2,516,080.20)	-24.2%
Classified Support Salaries		2200	11,334,867.45	11,334,867.45	2,896,863.16	13,566,068.70	(2,231,201.25)	-19.7%
Classified Supervisors' and Administrators' Salaries		2300	6,354,246.16	6,354,246.16	1,702,595.33	5,688,084.15	666,162.01	10.5%
Clerical, Technical and Office Salaries		2400	4,311,726.68	4,311,726.68	1,329,975.77	4,553,344.02	(241,617.34)	-5.6%
Other Classified Salaries		2900	2,136,922.11	2,136,922.11	708,271.54	2,210,966.03	(74,043.92)	-3.5%
TOTAL, CLASSIFIED SALARIES			34,523,944.01	34,523,944.01	8,221,876.53	38,920,724.71	(4,396,780.70)	-12.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	34,974,391.49	34,974,391.49	4,736,943.85	37,645,500.77	(2,671,109.28)	-7.6%
PERS		3201-3202	9,324,467.71	9,324,467.71	2,120,571.25	10,517,943.31	(1,193,475.60)	-12.8%
OASDI/Medicare/Alternative		3301-3302	4,852,481.01	4,852,481.01	1,193,529.02	4,915,719.38	(63,238.37)	-1.3%
Health and Welfare Benefits		3401-3402	31,009,338.81	31,009,338.81	5,657,851.41	28,421,859.98	2,587,478.83	8.3%
Unemployment Insurance		3501-3502	58,226.51	58,226.51	17,622.52	69,034.42	(10,807.91)	-18.6%
Workers' Compensation		3601-3602	1,578,726.11	1,578,726.11	531,975.03	1,918,456.48	(339,730.37)	-21.5%
OPEB, Allocated		3701-3702	8,130,131.60	8,130,131.60	1,391,693.96	7,726,855.55	403,276.05	5.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,042.00	13,042.00	4,183.10	13,872.30	(830.30)	-6.4%
TOTAL, EMPLOYEE BENEFITS			89,940,805.24	89,940,805.24	15,654,370.14	91,229,242.19	(1,288,436.95)	-1.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,149,828.00	2,149,828.00	3,090,789.61	7,149,828.00	(5,000,000.00)	-232.6%
Books and Other Reference Materials		4200	156,298.92	156,298.92	3,557.75	131,966.73	24,332.19	15.6%
Materials and Supplies		4300	13,770,767.42	13,770,767.42	1,147,163.23	36,409,484.81	(22,638,717.39)	-164.4%
Noncapitalized Equipment		4400	9,440,198.19	9,440,198.19	399,080.94	7,247,833.45	2,192,364.74	23.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			25,517,092.53	25,517,092.53	4,640,591.53	50,939,112.99	(25,422,020.46)	-99.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	62,620,028.00	62,620,028.00	7,842,579.16	80,178,095.86	(17,558,067.86)	-28.0%
Travel and Conferences		5200	581,164.36	581,164.36	47,879.59	968,664.49	(387,500.13)	-66.7%
Dues and Memberships		5300	13,200.00	13,200.00	18,670.00	25,710.00	(12,510.00)	-94.8%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	3,897.87	66,598.35	(66,598.35)	New

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	569,000.00	569,000.00	94,594.94	616,229.53	(47,229.53)	-8.3%
Transfers of Direct Costs		5710	372,187.53	372,187.53	63,181.15	365,838.38	6,349.15	1.7%
Transfers of Direct Costs - Interfund		5750	(9,500.00)	(9,500.00)	72,711.26	72,303.26	(81,803.26)	861.1%
Professional/Consulting Services and Operating Expenditures		5800	20,110,104.08	20,110,104.08	4,019,635.54	20,585,527.57	(475,423.49)	-2.4%
Communications		5900	32,228.00	32,228.00	1,709.20	29,496.46	2,731.54	8.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			84,288,411.97	84,288,411.97	12,164,858.71	102,908,463.90	(18,620,051.93)	-22.1%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	816,208.12	1,232,085.30	(1,232,085.30)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	15,776,405.27	12,809,347.27	(12,809,347.27)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	640,000.00	640,000.00	17,405.79	434,048.21	205,951.79	32.2%
Equipment Replacement		6500	256,917.94	256,917.94	0.00	184,773.75	72,144.19	28.1%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	129,779.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			896,917.94	896,917.94	16,739,798.18	14,660,254.53	(13,763,336.59)	-1,534.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	6,616,548.80	6,616,548.80	39,465.09	7,243,323.94	(626,775.14)	-9.5%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			6,616,548.80	6,616,548.80	39,465.09	7,243,323.94	(626,775.14)	-9.5%
TOTAL, EXPENDITURES			312,680,208.00	312,680,208.00	84,742,728.66	394,505,543.79	(81,825,335.79)	-26.2%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	104,925,542.97	104,925,542.97	0.00	122,013,844.32	17,088,301.35	16.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			104,925,542.97	104,925,542.97	0.00	122,013,844.32	17,088,301.35	16.3%

2023-24 First Interim
 General Fund
 Restricted (Resources 2000-9999)
 Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			104,925,542.97	104,925,542.97	0.00	122,013,844.32	(17,088,301.35)	-16.3%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	502,824,980.00	502,824,980.00	110,884,348.97	502,790,724.00	(34,256.00)	0.0%
2) Federal Revenue		8100-8299	99,571,860.51	99,571,860.51	30,651,433.87	141,267,968.04	41,696,107.53	41.9%
3) Other State Revenue		8300-8599	111,824,543.94	111,824,543.94	33,557,921.29	123,738,287.12	11,913,743.18	10.7%
4) Other Local Revenue		8600-8799	6,184,125.10	6,184,125.10	5,956,225.97	8,218,346.29	2,034,221.19	32.9%
5) TOTAL, REVENUES			720,405,509.55	720,405,509.55	181,049,930.10	776,015,325.45		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	249,366,493.31	249,366,493.31	78,714,292.33	302,235,311.64	(52,868,818.33)	-21.2%
2) Classified Salaries		2000-2999	77,035,456.59	77,035,456.59	20,989,689.54	90,255,085.09	(13,219,628.50)	-17.2%
3) Employee Benefits		3000-3999	220,787,231.55	220,787,231.55	46,587,434.85	228,714,047.67	(7,926,816.12)	-3.6%
4) Books and Supplies		4000-4999	38,736,988.51	38,736,988.51	5,475,625.92	59,646,009.09	(20,909,020.58)	-54.0%
5) Services and Other Operating Expenditures		5000-5999	111,859,298.06	111,859,298.06	19,921,696.95	136,170,085.69	(24,310,787.63)	-21.7%
6) Capital Outlay		6000-6999	946,176.94	946,176.94	16,764,521.63	16,187,269.41	(15,241,092.47)	-1,610.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,510,300.00	1,510,300.00	410,882.95	1,510,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,277,769.85)	(1,277,769.85)	(1,956.76)	(1,168,468.08)	(109,301.77)	8.6%
9) TOTAL, EXPENDITURES			698,964,175.11	698,964,175.11	188,862,187.41	833,549,640.51		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			21,441,334.44	21,441,334.44	(7,812,257.31)	(57,534,315.06)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,475,399.00	2,475,399.00	0.00	2,475,399.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			23,916,733.44	23,916,733.44	(7,812,257.31)	(55,058,916.06)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	257,932,734.59	257,932,734.59		257,932,734.59	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			257,932,734.59	257,932,734.59		257,932,734.59		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			257,932,734.59	257,932,734.59		257,932,734.59		
2) Ending Balance, June 30 (E + F1e)			281,849,468.03	281,849,468.03		202,873,818.53		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	225,000.00	225,000.00		225,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	118,544,082.37	118,544,082.37		108,993,998.92		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Commitments		9760	85,832,540.00	85,832,540.00		10,000,000.00		
Unsettled Labor Negotiations	0000	9760	85,832,540.00					
Unsettled Labor Negotiations	0000	9760		85,832,540.00				
Unsettled Labor Negotiations	0000	9760				10,000,000.00		
d) Assigned								
Other Assignments		9780	2,260,058.00	2,260,058.00		0.00		
Supplemental Concentration Funds	0000	9780	2,260,058.00					
Supplemental Concentration Funds	0000	9780		2,260,058.00				
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	13,929,776.00	13,929,776.00		16,621,485.00		
Unassigned/Unappropriated Amount		9790	60,958,011.66	60,958,011.66		66,933,334.61		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	270,827,316.00	270,827,316.00	80,906,818.00	260,859,029.00	(9,968,287.00)	-3.7%
Education Protection Account State Aid - Current Year		8012	115,844,768.00	115,844,768.00	29,701,919.00	114,124,433.00	(1,720,335.00)	-1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	676,780.00	676,780.00	0.00	660,685.00	(16,095.00)	-2.4%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	90,638,481.00	90,638,481.00	0.00	95,962,615.00	5,324,134.00	5.9%
Unsecured Roll Taxes		8042	2,922,607.00	2,922,607.00	0.00	3,339,725.00	417,118.00	14.3%
Prior Years' Taxes		8043	565,379.00	565,379.00	0.00	742,967.00	177,588.00	31.4%
Supplemental Taxes		8044	4,137,666.00	4,137,666.00	0.00	4,509,791.00	372,125.00	9.0%
Education Revenue Augmentation Fund (ERAF)		8045	17,357,503.00	17,357,503.00	40,389.36	21,094,643.00	3,737,140.00	21.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	11,753,321.00	11,753,321.00	70,264.61	13,400,481.00	1,647,160.00	14.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			514,723,821.00	514,723,821.00	110,719,390.97	514,694,369.00	(29,452.00)	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(14,377,057.00)	(14,377,057.00)	(9,366.00)	(14,381,861.00)	(4,804.00)	0.0%
Property Taxes Transfers		8097	2,478,216.00	2,478,216.00	174,324.00	2,478,216.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			502,824,980.00	502,824,980.00	110,884,348.97	502,790,724.00	(34,256.00)	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,572,361.00	9,572,361.00	(378,028.71)	11,392,586.05	1,820,225.05	19.0%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Discretionary Grants		8182	905,122.00	905,122.00	(59,880.40)	945,951.60	40,829.60	4.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	7,162,886.54	7,162,886.54	7,162,886.54	New
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	20,413,155.00	20,413,155.00	1,986,308.76	23,017,663.73	2,604,508.73	12.8%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	2,076,947.00	2,076,947.00	916,506.74	2,993,453.74	916,506.74	44.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	78,134.79	78,134.79	78,134.79	New
Title III, Part A, English Learner Program	4203	8290	970,401.00	970,401.00	270,648.04	1,752,738.04	782,337.04	80.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	4,057,081.25	4,057,081.25	689,487.62	7,822,098.39	3,765,017.14	92.8%
Career and Technical Education	3500-3599	8290	592,019.00	592,019.00	0.00	592,019.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	60,984,774.26	60,984,774.26	19,985,370.49	85,510,436.16	24,525,661.90	40.2%
TOTAL, FEDERAL REVENUE			99,571,860.51	99,571,860.51	30,651,433.87	141,267,968.04	41,696,107.53	41.9%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	31,238,631.91	31,238,631.91	9,452,580.00	31,238,631.91	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,625,347.26	1,625,347.26	0.00	1,625,347.26	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	8,223,426.00	8,223,426.00	2,784,877.91	8,466,312.00	242,886.00	3.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	9,160,217.35	9,160,217.35	1,783,351.02	10,943,568.37	1,783,351.02	19.5%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	2,593,290.54	2,593,290.54	2,611,471.72	5,204,762.26	2,611,471.72	100.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	406,966.00	406,966.00	0.00	427,474.00	20,508.00	5.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	58,576,664.88	58,576,664.88	16,925,640.64	65,832,191.32	7,255,526.44	12.4%
TOTAL, OTHER STATE REVENUE			111,824,543.94	111,824,543.94	33,557,921.29	123,738,287.12	11,913,743.18	10.7%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	50,000.00	50,000.00	122,807.23	122,807.23	72,807.23	145.6%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,651,324.00	1,651,324.00	517,086.42	1,700,101.07	48,777.07	3.0%
Interest		8660	1,250,000.00	1,250,000.00	0.00	1,250,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	1,555,143.26	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	813,851.00	813,851.00	(57,247.97)	813,851.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,418,950.10	2,418,950.10	3,818,437.03	4,331,586.99	1,912,636.89	79.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,184,125.10	6,184,125.10	5,956,225.97	8,218,346.29	2,034,221.19	32.9%
TOTAL, REVENUES			720,405,509.55	720,405,509.55	181,049,930.10	776,015,325.45	55,609,815.90	7.7%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	187,181,232.35	187,181,232.35	59,005,843.25	230,609,326.20	(43,428,093.85)	-23.2%
Certificated Pupil Support Salaries		1200	22,052,069.41	22,052,069.41	7,691,004.34	26,757,332.94	(4,705,263.53)	-21.3%
Certificated Supervisors' and Administrators' Salaries		1300	23,025,245.26	23,025,245.26	7,544,627.18	23,444,393.70	(419,148.44)	-1.8%
Other Certificated Salaries		1900	17,107,946.29	17,107,946.29	4,472,817.56	21,424,258.80	(4,316,312.51)	-25.2%
TOTAL, CERTIFICATED SALARIES			249,366,493.31	249,366,493.31	78,714,292.33	302,235,311.64	(52,868,818.33)	-21.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,084,466.41	12,084,466.41	1,945,000.57	15,625,702.05	(3,541,235.64)	-29.3%
Classified Support Salaries		2200	28,130,170.93	28,130,170.93	7,889,322.47	34,254,598.31	(6,124,427.38)	-21.8%
Classified Supervisors' and Administrators' Salaries		2300	12,965,811.26	12,965,811.26	3,822,613.81	12,779,052.70	186,758.56	1.4%
Clerical, Technical and Office Salaries		2400	19,637,681.84	19,637,681.84	6,145,081.08	22,846,583.49	(3,208,901.65)	-16.3%
Other Classified Salaries		2900	4,217,326.15	4,217,326.15	1,187,671.61	4,749,148.54	(531,822.39)	-12.6%
TOTAL, CLASSIFIED SALARIES			77,035,456.59	77,035,456.59	20,989,689.54	90,255,085.09	(13,219,628.50)	-17.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	67,824,290.96	67,824,290.96	13,967,449.57	76,744,127.86	(8,919,836.90)	-13.2%
PERS		3201-3202	20,884,188.53	20,884,188.53	5,282,070.41	24,036,439.49	(3,152,250.96)	-15.1%
OASDI/Medicare/Alternative		3301-3302	11,730,462.80	11,730,462.80	2,822,117.52	12,323,594.72	(593,131.92)	-5.1%
Health and Welfare Benefits		3401-3402	92,098,671.81	92,098,671.81	18,380,042.61	86,760,461.61	5,338,210.20	5.8%
Unemployment Insurance		3501-3502	180,396.86	180,396.86	50,790.76	200,155.10	(19,758.24)	-11.0%
Workers' Compensation		3601-3602	4,884,914.86	4,884,914.86	1,494,981.37	5,883,690.87	(998,776.01)	-20.4%
OPEB, Allocated		3701-3702	23,141,187.62	23,141,187.62	4,576,635.27	22,721,084.20	420,103.42	1.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	43,118.11	43,118.11	13,347.34	44,493.82	(1,375.71)	-3.2%
TOTAL, EMPLOYEE BENEFITS			220,787,231.55	220,787,231.55	46,587,434.85	228,714,047.67	(7,926,816.12)	-3.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	7,245,438.87	7,245,438.87	3,090,789.61	7,202,302.37	43,136.50	0.6%
Books and Other Reference Materials		4200	249,024.60	249,024.60	6,749.05	206,020.46	43,004.14	17.3%
Materials and Supplies		4300	21,496,562.69	21,496,562.69	1,901,171.63	44,615,222.16	(23,118,659.47)	-107.5%
Noncapitalized Equipment		4400	9,745,962.35	9,745,962.35	476,915.63	7,622,464.10	2,123,498.25	21.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			38,736,988.51	38,736,988.51	5,475,625.92	59,646,009.09	(20,909,020.58)	-54.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	63,431,614.00	63,431,614.00	7,941,738.48	81,011,726.34	(17,580,112.34)	-27.7%
Travel and Conferences		5200	992,041.36	992,041.36	115,402.96	1,453,698.77	(461,657.41)	-46.5%
Dues and Memberships		5300	170,754.00	170,754.00	143,010.50	251,485.00	(80,731.00)	-47.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Insurance		5400-5450	2,286,064.00	2,286,064.00	1,224,506.08	2,500,904.53	(214,840.53)	-9.4%
Operations and Housekeeping Services		5500	10,855,523.35	10,855,523.35	2,554,980.63	10,963,100.70	(107,577.35)	-1.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,942,447.45	1,942,447.45	243,833.81	2,280,020.49	(337,573.04)	-17.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,282,867.00)	(1,282,867.00)	32,886.98	(1,226,742.20)	(56,124.80)	4.4%
Professional/Consulting Services and Operating Expenditures		5800	31,862,102.42	31,862,102.42	7,297,473.54	37,269,029.49	(5,406,927.07)	-17.0%
Communications		5900	1,601,618.48	1,601,618.48	367,863.97	1,666,862.57	(65,244.09)	-4.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			111,859,298.06	111,859,298.06	19,921,696.95	136,170,085.69	(24,310,787.63)	-21.7%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	816,208.12	1,232,085.30	(1,232,085.30)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	15,776,405.27	12,809,347.27	(12,809,347.27)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	647,259.00	647,259.00	42,129.24	1,894,063.09	(1,246,804.09)	-192.6%
Equipment Replacement		6500	298,917.94	298,917.94	0.00	251,773.75	47,144.19	15.8%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	129,779.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			946,176.94	946,176.94	16,764,521.63	16,187,269.41	(15,241,092.47)	-1,610.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,500,000.00	1,500,000.00	408,776.00	1,500,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Debt Service - Principal		7439	10,300.00	10,300.00	2,106.95	10,300.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,510,300.00	1,510,300.00	410,882.95	1,510,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(1,277,769.85)	(1,277,769.85)	(1,956.76)	(1,168,468.08)	(109,301.77)	8.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,277,769.85)	(1,277,769.85)	(1,956.76)	(1,168,468.08)	(109,301.77)	8.6%
TOTAL, EXPENDITURES			698,964,175.11	698,964,175.11	188,862,187.41	833,549,640.51	(134,585,465.40)	-19.3%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%

2023-24 First Interim
 General Fund
 Summary - Unrestricted/Restricted
 Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%

Resource	Description	2023-24 Projected Totals
2600	Expanded Learning Opportunities Program	14,468,788.64
3182	ESSA: School Improvement Funding for LEAs	256,997.06
5650	FEMA Public Assistance Funds	7,162,886.54
5810	Other Restricted Federal	158,782.25
6211	Literacy Coaches and Reading Specialists Grant Program	450,000.00
6266	Educator Effectiveness, FY 2021-22	5,374,473.67
6300	Lottery: Instructional Materials	5,165,156.78
6332	CA Community Schools Partnership Act - Implementation Grant	1,088,172.82
6371	CalWORKs for ROCP or Adult Education	11,331.00
6547	Special Education Early Intervention Preschool Grant	5,746,413.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	9,332,092.98
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	1,169,808.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	4,833,952.00
7311	Classified School Employee Professional Development Block Grant	98,875.97
7388	SB 117 COVID-19 LEA Response Funds	268,922.14
7412	A-G Access/Success Grant	1,159,876.48
7413	A-G Learning Loss Mitigation Grant	728,834.09
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	399,765.95
7435	Learning Recovery Emergency Block Grant	44,460,406.92
7810	Other Restricted State	677,002.34
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	445,097.28
9010	Other Restricted Local	5,536,363.01
Total, Restricted Balance		108,993,998.92

SPECIAL REVENUE FUNDS

Special Revenue Funds Definition

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. This classification includes the Student Activity Fund, Charter Schools Fund, Adult Education Fund, Child Development Fund, and Cafeteria Fund.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,570,032.53	1,570,032.53		1,570,032.53	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,570,032.53	1,570,032.53		1,570,032.53		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,570,032.53	1,570,032.53		1,570,032.53		
2) Ending Balance, June 30 (E + F1e)			1,570,032.53	1,570,032.53		1,570,032.53		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Project Year Totals
8210	Student Activity Funds	1,570,032.53
Total, Restricted Balance		1,570,032.53

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	19,352,265.00	19,352,265.00	4,244,310.00	19,352,265.00	0.00	0.0%
2) Federal Revenue		8100-8299	406,837.26	406,837.26	0.00	702,632.80	295,795.54	72.7%
3) Other State Revenue		8300-8599	934,919.20	934,919.20	1,184,581.99	1,022,808.40	87,889.20	9.4%
4) Other Local Revenue		8600-8799	0.00	0.00	107,855.28	0.00	0.00	0.0%
5) TOTAL, REVENUES			20,694,021.46	20,694,021.46	5,536,747.27	21,077,706.20		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	8,216,209.50	8,216,209.50	2,746,231.05	9,762,074.35	(1,545,864.85)	-18.8%
2) Classified Salaries		2000-2999	1,190,875.25	1,190,875.25	325,673.29	1,143,823.72	47,051.53	4.0%
3) Employee Benefits		3000-3999	5,788,535.32	5,788,535.32	1,343,313.97	6,140,145.46	(351,610.14)	-6.1%
4) Books and Supplies		4000-4999	1,228,739.23	1,228,739.23	276,019.67	1,266,205.15	(37,465.92)	-3.0%
5) Services and Other Operating Expenditures		5000-5999	1,848,231.81	1,848,231.81	359,697.57	2,093,491.96	(245,260.15)	-13.3%
6) Capital Outlay		6000-6999	169,979.00	169,979.00	0.00	183,607.87	(13,628.87)	-8.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			18,442,570.11	18,442,570.11	5,050,935.55	20,589,348.51		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,251,451.35	2,251,451.35	485,811.72	488,357.69		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,475,399.00)	(2,475,399.00)	0.00	(2,475,399.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(223,947.65)	(223,947.65)	485,811.72	(1,987,041.31)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,520,268.58	15,520,268.58		15,520,268.58	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,520,268.58	15,520,268.58		15,520,268.58		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,520,268.58	15,520,268.58		15,520,268.58		
2) Ending Balance, June 30 (E + F1e)			15,296,320.93	15,296,320.93		13,533,227.27		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	7,094,272.28	7,094,272.28		6,941,246.24		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	8,202,048.65	8,202,048.65		6,591,981.03		
Charter School Fund	0000	9780		8,098,593.65				
Charter School EPA Funds	1400	9780		103,455.00				
Charter School Fund	0000	9780	8,098,593.65					
Charter School EPA Funds	1400	9780	103,455.00					
Charter School Fund	0000	9780				6,488,526.03		
Charter School EPA	1400	9780				103,455.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	12,263,952.90	12,263,952.90	3,220,546.00	12,263,952.90	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	3,795,197.00	3,795,197.00	1,011,017.00	3,795,197.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	12,747.00	0.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	3,293,115.10	3,293,115.10	0.00	3,293,115.10	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			19,352,265.00	19,352,265.00	4,244,310.00	19,352,265.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	380,954.00	380,954.00	0.00	411,242.00	30,288.00	8.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	25,883.26	25,883.26	0.00	291,390.80	265,507.54	1,025.8%
TOTAL, FEDERAL REVENUE			406,837.26	406,837.26	0.00	702,632.80	295,795.54	72.7%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	42,718.00	42,718.00	0.00	42,718.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	334,341.00	334,341.00	122,130.39	334,341.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	557,860.20	557,860.20	1,062,451.60	645,749.40	87,889.20	15.8%
TOTAL, OTHER STATE REVENUE			934,919.20	934,919.20	1,184,581.99	1,022,808.40	87,889.20	9.4%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	73,588.67	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	34,266.61	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	107,855.28	0.00	0.00	0.0%
TOTAL, REVENUES			20,694,021.46	20,694,021.46	5,536,747.27	21,077,706.20		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	7,008,027.42	7,008,027.42	2,324,400.91	8,406,653.00	(1,398,625.58)	-20.0%
Certificated Pupil Support Salaries		1200	442,431.97	442,431.97	152,387.31	514,793.87	(72,361.90)	-16.4%
Certificated Supervisors' and Administrators' Salaries		1300	765,259.11	765,259.11	242,572.81	800,606.23	(35,347.12)	-4.6%
Other Certificated Salaries		1900	491.00	491.00	26,870.02	40,021.25	(39,530.25)	-8,051.0%
TOTAL, CERTIFICATED SALARIES			8,216,209.50	8,216,209.50	2,746,231.05	9,762,074.35	(1,545,864.85)	-18.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	201,601.30	201,601.30	52,106.14	213,828.21	(12,226.91)	-6.1%
Classified Support Salaries		2200	377,410.08	377,410.08	125,878.80	377,618.46	(208.38)	-0.1%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	437,030.13	437,030.13	116,794.22	431,254.42	5,775.71	1.3%
Other Classified Salaries		2900	174,833.74	174,833.74	30,894.13	121,122.63	53,711.11	30.7%
TOTAL, CLASSIFIED SALARIES			1,190,875.25	1,190,875.25	325,673.29	1,143,823.72	47,051.53	4.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,998,484.88	1,998,484.88	495,903.16	2,258,252.45	(259,767.57)	-13.0%
PERS		3201-3202	294,369.54	294,369.54	80,030.95	284,142.97	10,226.57	3.5%
OASDI/Medicare/Alternative		3301-3302	250,626.63	250,626.63	66,308.69	250,362.13	264.50	0.1%
Health and Welfare Benefits		3401-3402	2,422,977.62	2,422,977.62	513,688.03	2,372,091.85	50,885.77	2.1%
Unemployment Insurance		3501-3502	5,094.98	5,094.98	1,532.90	7,087.87	(1,992.89)	-39.1%
Workers' Compensation		3601-3602	141,105.86	141,105.86	46,078.65	163,612.39	(22,506.53)	-16.0%
OPEB, Allocated		3701-3702	674,872.81	674,872.81	139,522.91	803,445.92	(128,573.11)	-19.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,003.00	1,003.00	248.68	1,149.88	(146.88)	-14.6%
TOTAL, EMPLOYEE BENEFITS			5,788,535.32	5,788,535.32	1,343,313.97	6,140,145.46	(351,610.14)	-6.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	136,568.00	136,568.00	25,826.95	130,568.00	6,000.00	4.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Books and Other Reference Materials		4200	111,507.00	111,507.00	0.00	106,507.00	5,000.00	4.5%
Materials and Supplies		4300	968,164.23	968,164.23	247,991.03	1,019,130.15	(50,965.92)	-5.3%
Noncapitalized Equipment		4400	12,500.00	12,500.00	2,201.69	10,000.00	2,500.00	20.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,228,739.23	1,228,739.23	276,019.67	1,266,205.15	(37,465.92)	-3.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	62,253.95	0.00	0.00	0.0%
Travel and Conferences		5200	2,379.88	2,379.88	1,750.00	12,050.00	(9,670.12)	-406.3%
Dues and Memberships		5300	0.00	0.00	2,168.00	3,390.00	(3,390.00)	New
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	453,530.00	453,530.00	81,321.83	453,530.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	1,680.13	16,688.75	(6,688.75)	-66.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,195,425.00	1,195,425.00	2,555.42	1,206,396.00	(10,971.00)	-0.9%
Professional/Consulting Services and Operating Expenditures		5800	179,554.93	179,554.93	207,356.61	394,095.21	(214,540.28)	-119.5%
Communications		5900	7,342.00	7,342.00	611.63	7,342.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,848,231.81	1,848,231.81	359,697.57	2,093,491.96	(245,260.15)	-13.3%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	5,828.87	(5,828.87)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	169,979.00	169,979.00	0.00	177,779.00	(7,800.00)	-4.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			169,979.00	169,979.00	0.00	183,607.87	(13,628.87)	-8.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			18,442,570.11	18,442,570.11	5,050,935.55	20,589,348.51		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,475,399.00	2,475,399.00	0.00	2,475,399.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,475,399.00)	(2,475,399.00)	0.00	(2,475,399.00)		

Resource	Description	2023-24 Projected Totals
2600	Expanded Learning Opportunities Program	1,993,251.01
3010	ESSA: Title I, Part A, Basic Grants Low-Income and Neglected	1,601.02
3218	Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve Emergency Needs	16,991.21
3219	Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve Learning Loss	35,199.26
6266	Educator Effectiveness, FY 2021-22	259,496.46
6300	Lottery: Instructional Materials	463,869.39
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	961,497.57
7311	Classified School Employee Professional Development Block Grant	5,567.00
7388	SB 117 COVID-19 LEA Response Funds	10,443.53
7412	A-G Access/Success Grant	144,058.35
7413	A-G Learning Loss Mitigation Grant	161,118.56
7425	Expanded Learning Opportunities (ELO) Grant	49,160.27
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	39,890.65

Resource	Description	2023-24 Projected Totals
7435	Learning Recovery Emergency Block Grant	2,648,792.85
7810	Other Restricted State	17,258.00
9010	Other Restricted Local	133,051.11
Total, Restricted Balance		6,941,246.24

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	708,559.71	708,559.71	144,887.84	1,255,196.09	546,636.38	77.1%
3) Other State Revenue		8300-8599	1,962,393.00	1,962,393.00	355,985.00	2,658,057.21	695,664.21	35.4%
4) Other Local Revenue		8600-8799	2,992,564.17	2,992,564.17	871,644.24	2,992,564.17	0.00	0.0%
5) TOTAL, REVENUES			5,663,516.88	5,663,516.88	1,372,517.08	6,905,817.47		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,620,273.27	1,620,273.27	785,441.69	2,363,068.72	(742,795.45)	-45.8%
2) Classified Salaries		2000-2999	1,284,225.12	1,284,225.12	432,438.39	1,338,414.81	(54,189.69)	-4.2%
3) Employee Benefits		3000-3999	2,175,373.01	2,175,373.01	614,880.20	2,286,870.14	(111,497.13)	-5.1%
4) Books and Supplies		4000-4999	42,000.00	42,000.00	2,289.90	652,228.53	(610,228.53)	-1,452.9%
5) Services and Other Operating Expenditures		5000-5999	484,801.48	484,801.48	139,030.85	668,388.42	(183,586.94)	-37.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499		0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	56,844.00	56,844.00	1,956.76	61,912.97	(5,068.97)	-8.9%
9) TOTAL, EXPENDITURES			5,663,516.88	5,663,516.88	1,976,037.79	7,370,883.59		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(603,520.71)	(465,066.12)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(603,520.71)	(465,066.12)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,061,007.75	1,061,007.75		1,061,007.75	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,061,007.75	1,061,007.75		1,061,007.75		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,061,007.75	1,061,007.75		1,061,007.75		
2) Ending Balance, June 30 (E + F1e)			1,061,007.75	1,061,007.75		595,941.63		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	908,575.00	908,575.00		595,787.73		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	152,432.75	152,432.75		153.90		
Adult Education Fund	0000	9780		152,432.75				
Adult Education Fund	0000	9780	152,432.75					
Adult Education Fund	0000	9780				153.90		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Interagency Contracts Between LEAs								
		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Federal Sources								
		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	268,619.58	268,619.58	22,115.94	353,121.59	84,502.01	31.5%
All Other Federal Revenue	All Other	8290	439,940.13	439,940.13	122,771.90	902,074.50	462,134.37	105.0%
TOTAL, FEDERAL REVENUE			708,559.71	708,559.71	144,887.84	1,255,196.09	546,636.38	77.1%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources								
		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,419,984.00	1,419,984.00	0.00	2,016,095.62	596,111.62	42.0%
All Other State Revenue	All Other	8590	542,409.00	542,409.00	355,985.00	641,961.59	99,552.59	18.4%
TOTAL, OTHER STATE REVENUE			1,962,393.00	1,962,393.00	355,985.00	2,658,057.21	695,664.21	35.4%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	2,877.90	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	1,500,000.00	1,500,000.00	557,691.26	1,500,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	1,492,564.17	1,492,564.17	311,075.08	1,492,564.17	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,992,564.17	2,992,564.17	871,644.24	2,992,564.17	0.00	0.0%
TOTAL, REVENUES			5,663,516.88	5,663,516.88	1,372,517.08	6,905,817.47		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,231,706.55	1,231,706.55	604,375.32	1,820,382.35	(588,675.80)	-47.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Certificated Pupil Support Salaries		1200	108,495.60	108,495.60	49,485.53	150,691.45	(42,195.85)	-38.9%
Certificated Supervisors' and Administrators' Salaries		1300	280,071.12	280,071.12	131,580.84	391,994.92	(111,923.80)	-40.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,620,273.27	1,620,273.27	785,441.69	2,363,068.72	(742,795.45)	-45.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	196,056.78	196,056.78	57,944.22	189,327.49	6,729.29	3.4%
Classified Support Salaries		2200	498,428.31	498,428.31	190,570.44	552,416.37	(53,988.06)	-10.8%
Classified Supervisors' and Administrators' Salaries		2300	235,194.39	235,194.39	73,600.52	226,916.21	8,278.18	3.5%
Clerical, Technical and Office Salaries		2400	321,322.64	321,322.64	107,306.70	365,533.94	(44,211.30)	-13.8%
Other Classified Salaries		2900	33,223.00	33,223.00	3,016.51	4,220.80	29,002.20	87.3%
TOTAL, CLASSIFIED SALARIES			1,284,225.12	1,284,225.12	432,438.39	1,338,414.81	(54,189.69)	-4.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	380,283.92	380,283.92	130,776.67	484,476.53	(104,192.61)	-27.4%
PERS		3201-3202	361,984.83	361,984.83	102,923.61	355,628.95	6,355.88	1.8%
OASDI/Medicare/Alternative		3301-3302	128,263.70	128,263.70	43,470.22	141,658.84	(13,395.14)	-10.4%
Health and Welfare Benefits		3401-3402	984,592.88	984,592.88	252,730.91	974,444.70	10,148.18	1.0%
Unemployment Insurance		3501-3502	1,448.32	1,448.32	606.10	3,123.57	(1,675.25)	-115.7%
Workers' Compensation		3601-3602	43,567.36	43,567.36	18,268.07	54,437.33	(10,869.97)	-24.9%
OPEB, Allocated		3701-3702	274,902.00	274,902.00	65,952.12	272,608.92	2,293.08	0.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	330.00	330.00	152.50	491.30	(161.30)	-48.9%
TOTAL, EMPLOYEE BENEFITS			2,175,373.01	2,175,373.01	614,880.20	2,286,870.14	(111,497.13)	-5.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	1,001.86	(1,001.86)	New
Materials and Supplies		4300	42,000.00	42,000.00	1,140.90	623,485.95	(581,485.95)	-1,384.5%
Noncapitalized Equipment		4400	0.00	0.00	1,149.00	27,740.72	(27,740.72)	New
TOTAL, BOOKS AND SUPPLIES			42,000.00	42,000.00	2,289.90	652,228.53	(610,228.53)	-1,452.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	8,008.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,300.00	2,300.00	450.00	7,700.00	(5,400.00)	-234.8%
Dues and Memberships		5300	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	256,106.69	256,106.69	64,877.58	256,106.69	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	22,213.00	22,213.00	0.00	28,250.00	(6,037.00)	-27.2%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	47.00	0.00	0.00	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	196,181.79	196,181.79	65,410.67	376,331.73	(180,149.94)	-91.8%
Communications		5900	0.00	0.00	237.60	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			484,801.48	484,801.48	139,030.85	668,388.42	(183,586.94)	-37.9%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	56,844.00	56,844.00	1,956.76	61,912.97	(5,068.97)	-8.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			56,844.00	56,844.00	1,956.76	61,912.97	(5,068.97)	-8.9%
TOTAL, EXPENDITURES			5,663,516.88	5,663,516.88	1,976,037.79	7,370,883.59		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5810	Other Restricted Federal	189,718.11
6371	CalWORKs for ROCP or Adult Education	54,384.00
7810	Other Restricted State	563.70
9010	Other Restricted Local	351,121.92
Total, Restricted Balance		595,787.73

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,461,521.15	6,461,521.15	343,708.15	7,181,688.15	720,167.00	11.1%
3) Other State Revenue		8300-8599	8,273,810.48	8,273,810.48	5,113,159.56	9,318,614.33	1,044,803.85	12.6%
4) Other Local Revenue		8600-8799	526,850.00	526,850.00	739,748.05	1,261,405.29	734,555.29	139.4%
5) TOTAL, REVENUES			15,262,181.63	15,262,181.63	6,196,615.76	17,761,707.77		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	5,025,312.90	5,025,312.90	1,300,318.37	4,755,084.54	270,228.36	5.4%
2) Classified Salaries		2000-2999	2,820,853.15	2,820,853.15	608,404.93	2,687,162.19	133,690.96	4.7%
3) Employee Benefits		3000-3999	6,468,274.01	6,468,274.01	1,205,580.06	5,667,989.95	800,284.06	12.4%
4) Books and Supplies		4000-4999	329,288.28	329,288.28	175,076.00	2,432,121.50	(2,102,833.22)	-638.6%
5) Services and Other Operating Expenditures		5000-5999	137,527.44	137,527.44	49,329.47	322,918.97	(185,391.53)	-134.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	480,925.85	480,925.85	0.00	432,543.10	48,382.75	10.1%
9) TOTAL, EXPENDITURES			15,262,181.63	15,262,181.63	3,338,708.83	16,297,820.25		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	2,857,906.93	1,463,887.52		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	2,857,906.93	1,463,887.52		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,239,858.64	1,239,858.64		1,239,858.64	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,239,858.64	1,239,858.64		1,239,858.64		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,239,858.64	1,239,858.64		1,239,858.64		
2) Ending Balance, June 30 (E + F1e)			1,239,858.64	1,239,858.64		2,703,746.16		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	993,941.31	993,941.31		2,457,828.83		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	245,917.33	245,917.33		245,917.33		
Child Development Fund	0000	9780		245,917.33				
Child Development Fund	0000	9780	245,917.33					
Child Development Fund	0000	9780				245,917.33		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	6,461,521.15	6,461,521.15	343,708.15	7,181,688.15	720,167.00	11.1%
TOTAL, FEDERAL REVENUE			6,461,521.15	6,461,521.15	343,708.15	7,181,688.15	720,167.00	11.1%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	7,824,646.06	7,824,646.06	4,521,131.81	8,451,546.58	626,900.52	8.0%
All Other State Revenue	All Other	8590	449,164.42	449,164.42	592,027.75	867,067.75	417,903.33	93.0%
TOTAL, OTHER STATE REVENUE			8,273,810.48	8,273,810.48	5,113,159.56	9,318,614.33	1,044,803.85	12.6%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	4,988.99	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	205,786.11	205,786.11	205,786.11	New
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	526,850.00	526,850.00	528,972.95	1,055,619.18	528,769.18	100.4%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			526,850.00	526,850.00	739,748.05	1,261,405.29	734,555.29	139.4%
TOTAL, REVENUES			15,262,181.63	15,262,181.63	6,196,615.76	17,761,707.77		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	4,186,391.20	4,186,391.20	1,016,848.25	3,828,606.41	357,784.79	8.5%
Certificated Pupil Support Salaries		1200	355,453.70	355,453.70	116,688.20	372,970.49	(17,516.79)	-4.9%
Certificated Supervisors' and Administrators' Salaries		1300	483,468.00	483,468.00	163,673.02	548,908.82	(65,440.82)	-13.5%
Other Certificated Salaries		1900	0.00	0.00	3,108.90	4,598.82	(4,598.82)	New

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CERTIFICATED SALARIES			5,025,312.90	5,025,312.90	1,300,318.37	4,755,084.54	270,228.36	5.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,245,531.46	1,245,531.46	244,771.30	1,008,987.01	236,544.45	19.0%
Classified Support Salaries		2200	884,353.07	884,353.07	150,281.44	816,073.06	68,280.01	7.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	573,215.18	573,215.18	196,525.80	626,695.24	(53,480.06)	-9.3%
Other Classified Salaries		2900	117,753.44	117,753.44	16,826.39	235,406.88	(117,653.44)	-99.9%
TOTAL, CLASSIFIED SALARIES			2,820,853.15	2,820,853.15	608,404.93	2,687,162.19	133,690.96	4.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,085,549.44	1,085,549.44	197,613.95	975,129.50	110,419.94	10.2%
PERS		3201-3202	897,482.27	897,482.27	207,066.77	915,035.28	(17,553.01)	-2.0%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	427,533.66	427,533.66	79,239.88	342,106.65	85,427.01	20.0%
Unemployment Insurance		3401-3402	3,155,137.54	3,155,137.54	563,560.88	2,621,878.68	533,258.86	16.9%
Workers' Compensation		3501-3502	3,916.98	3,916.98	952.79	3,760.11	156.87	4.0%
OPEB, Allocated		3601-3602	117,692.64	117,692.64	28,631.39	113,056.63	4,636.01	3.9%
OPEB, Active Employees		3701-3702	780,301.48	780,301.48	128,280.54	696,287.64	84,013.84	10.8%
Other Employee Benefits		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	660.00	660.00	233.86	735.46	(75.46)	-11.4%
TOTAL, EMPLOYEE BENEFITS			6,468,274.01	6,468,274.01	1,205,580.06	5,667,989.95	800,284.06	12.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	317,250.48	317,250.48	44,710.78	2,243,340.03	(1,926,089.55)	-607.1%
Noncapitalized Equipment		4400	12,037.80	12,037.80	130,365.22	188,781.47	(176,743.67)	-1,468.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			329,288.28	329,288.28	175,076.00	2,432,121.50	(2,102,833.22)	-638.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	25,310.00	25,310.00	959.93	31,718.85	(6,408.85)	-25.3%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	17,013.71	59,036.37	(59,036.37)	New
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	31,000.00	(31,000.00)	New
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	7,549.25	9,563.46	(9,563.46)	New
Professional/Consulting Services and Operating Expenditures		5800	107,217.44	107,217.44	23,806.58	186,600.29	(79,382.85)	-74.0%
Communications		5900	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			137,527.44	137,527.44	49,329.47	322,918.97	(185,391.53)	-134.8%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	480,925.85	480,925.85	0.00	432,543.10	48,382.75	10.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			480,925.85	480,925.85	0.00	432,543.10	48,382.75	10.1%
TOTAL, EXPENDITURES			15,262,181.63	15,262,181.63	3,338,708.83	16,297,820.25		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	36,338.02
5059	Child Development: ARP California State Preschool Program One-time Stipend	249,000.00
5066	Child Development: ARP California State Preschool Program - Rate Supplements	394,715.20
5160	Child Care and Development Programs Administered by California Department of Social Services (Federal Funds)	73,492.91
6105	Child Development: California State Preschool Program	1,035,866.45
6127	Child Development: California State Preschool Program QRIS Block Grant RFA	47,386.85
6130	Child Development: Center-Based Reserve Account	116,165.59
9010	Other Restricted Local	504,863.81
Total, Restricted Balance		2,457,828.83

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,958,921.89	30,958,921.89	484,167.90	30,958,921.89	0.00	0.0%
3) Other State Revenue		8300-8599	3,000,000.00	3,000,000.00	1,141,003.31	4,049,024.17	1,049,024.17	35.0%
4) Other Local Revenue		8600-8799	380,000.00	380,000.00	348,614.22	638,600.00	258,600.00	68.1%
5) TOTAL, REVENUES			34,338,921.89	34,338,921.89	1,973,785.43	35,646,546.06		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	9,886,744.93	9,886,744.93	2,498,125.73	10,211,104.33	(324,359.40)	-3.3%
3) Employee Benefits		3000-3999	7,936,698.82	7,936,698.82	1,740,454.07	7,839,000.50	97,698.32	1.2%
4) Books and Supplies		4000-4999	14,620,000.00	14,620,000.00	2,971,747.22	15,117,329.19	(497,329.19)	-3.4%
5) Services and Other Operating Expenditures		5000-5999	1,017,051.00	1,017,051.00	211,195.24	714,207.23	302,843.77	29.8%
6) Capital Outlay		6000-6999	250,000.00	250,000.00	256.43	813,078.23	(563,078.23)	-225.2%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499		0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	740,000.00	740,000.00	0.00	674,012.01	65,987.99	8.9%
9) TOTAL, EXPENDITURES			34,450,494.75	34,450,494.75	7,421,778.69	35,368,731.49		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(111,572.86)	(111,572.86)	(5,447,993.26)	277,814.57		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(111,572.86)	(111,572.86)	(5,447,993.26)	277,814.57		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	18,388,342.30	18,388,342.30		18,388,342.30	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,388,342.30	18,388,342.30		18,388,342.30		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,388,342.30	18,388,342.30		18,388,342.30		
2) Ending Balance, June 30 (E + F1e)			18,276,769.44	18,276,769.44		18,666,156.87		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	18,050,319.67	18,050,319.67		18,439,707.10		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	226,449.77	226,449.77		226,449.77		
Cafeteria Special Revenue Fund	0000	9780		226,449.77				
Cafeteria Special Revenue Fund	0000	9780	226,449.77					
Cafeteria Special Revenue Fund	0000	9780				226,449.77		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	30,958,921.89	30,958,921.89	397,785.00	30,958,921.89	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	86,382.90	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			30,958,921.89	30,958,921.89	484,167.90	30,958,921.89	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	3,000,000.00	3,000,000.00	1,057,268.23	4,049,024.17	1,049,024.17	35.0%
All Other State Revenue		8590	0.00	0.00	83,735.08	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,000,000.00	3,000,000.00	1,141,003.31	4,049,024.17	1,049,024.17	35.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	150,000.00	150,000.00	8,342.33	150,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	31,434.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	200,000.00	200,000.00	308,837.89	458,600.00	258,600.00	129.3%
TOTAL, OTHER LOCAL REVENUE			380,000.00	380,000.00	348,614.22	638,600.00	258,600.00	68.1%
TOTAL, REVENUES			34,338,921.89	34,338,921.89	1,973,785.43	35,646,546.06		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	8,696,207.25	8,696,207.25	2,116,629.30	8,841,195.38	(144,988.13)	-1.7%
Classified Supervisors' and Administrators' Salaries		2300	773,468.93	773,468.93	242,507.91	765,108.00	8,360.93	1.1%
Clerical, Technical and Office Salaries		2400	417,068.75	417,068.75	138,839.51	604,651.94	(187,583.19)	-45.0%
Other Classified Salaries		2900	0.00	0.00	149.01	149.01	(149.01)	New
TOTAL, CLASSIFIED SALARIES			9,886,744.93	9,886,744.93	2,498,125.73	10,211,104.33	(324,359.40)	-3.3%
EMPLOYEE BENEFITS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	2,195,728.16	2,195,728.16	512,381.37	2,116,623.52	79,104.64	3.6%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	745,281.38	745,281.38	185,434.91	755,957.45	(10,676.07)	-1.4%
Unemployment Insurance		3401-3402	3,910,352.40	3,910,352.40	824,488.28	3,829,333.46	81,018.94	2.1%
Workers' Compensation		3501-3502	4,932.30	4,932.30	1,241.36	5,080.29	(147.99)	-3.0%
OPEB, Allocated		3601-3602	148,300.62	148,300.62	37,472.05	153,132.00	(4,831.38)	-3.3%
OPEB, Active Employees		3701-3702	931,087.56	931,087.56	178,970.06	977,429.18	(46,341.62)	-5.0%
Other Employee Benefits		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS		3901-3902	1,016.40	1,016.40	466.04	1,444.60	(428.20)	-42.1%
TOTAL, EMPLOYEE BENEFITS			7,936,698.82	7,936,698.82	1,740,454.07	7,839,000.50	97,698.32	1.2%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,450,000.00	1,450,000.00	364,217.45	1,741,572.05	(291,572.05)	-20.1%
Noncapitalized Equipment		4400	270,000.00	270,000.00	15,705.59	270,000.00	0.00	0.0%
Food		4700	12,900,000.00	12,900,000.00	2,591,824.18	13,105,757.14	(205,757.14)	-1.6%
TOTAL, BOOKS AND SUPPLIES			14,620,000.00	14,620,000.00	2,971,747.22	15,117,329.19	(497,329.19)	-3.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	7,999.00	7,999.00	0.00	21,140.00	(13,141.00)	-164.3%
Travel and Conferences		5200	21,500.00	21,500.00	1,442.84	21,702.86	(202.86)	-0.9%
Dues and Memberships		5300	0.00	0.00	0.00	100.00	(100.00)	New
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	30,000.00	30,000.00	4,568.14	30,755.33	(755.33)	-2.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	177,810.00	177,810.00	47,160.23	184,626.30	(6,816.30)	-3.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	50,442.00	50,442.00	(34,753.80)	(5,017.26)	55,459.26	109.9%
Professional/Consulting Services and Operating Expenditures		5800	725,000.00	725,000.00	191,986.13	456,600.00	268,400.00	37.0%
Communications		5900	4,300.00	4,300.00	791.70	4,300.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,017,051.00	1,017,051.00	211,195.24	714,207.23	302,843.77	29.8%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Equipment		6400	150,000.00	150,000.00	256.43	663,078.23	(513,078.23)	-342.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	50,000.00	(50,000.00)	New
TOTAL, CAPITAL OUTLAY			250,000.00	250,000.00	256.43	813,078.23	(563,078.23)	-225.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Indirect Costs - Interfund		7350	740,000.00	740,000.00	0.00	674,012.01	65,987.99	8.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			740,000.00	740,000.00	0.00	674,012.01	65,987.99	8.9%
TOTAL, EXPENDITURES			34,450,494.75	34,450,494.75	7,421,778.69	35,368,731.49		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	6,024,247.70
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	1,891,689.84
5330	Child Nutrition: Summer Food Service Program Operations	8,975,719.88
5460	Child Nutrition: CACFP COVID- 19 Emergency Operational Costs Reimbursement (ECR)	2,164.44
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	15,003.41
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	1,530,480.91
9010	Other Restricted Local	400.92
Total, Restricted Balance		18,439,707.10

CAPITAL PROJECTS FUNDS

Capital Projects Funds Definition

The Capital Projects Funds are used to account for resources used for the acquisition or construction of capital facilities by the District. This classification includes the Building Fund, Capital Facilities Funds., County School Fund, and Capital Project Fund for Blended Components Units.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	4,710,040.40	4,711,219.00	4,711,219.00	New
5) TOTAL, REVENUES			0.00	0.00	4,710,040.40	4,711,219.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,087,465.08	2,087,465.08	236,242.88	837,385.97	1,250,079.11	59.9%
3) Employee Benefits		3000-3999	581,259.53	581,259.53	136,113.93	508,990.14	72,269.39	12.4%
4) Books and Supplies		4000-4999	0.00	0.00	1,152,036.47	2,168,773.77	(2,168,773.77)	New
5) Services and Other Operating Expenditures		5000-5999	1,400,000.00	1,400,000.00	186,643.87	2,523,221.91	(1,123,221.91)	-80.2%
6) Capital Outlay		6000-6999	171,600,000.00	171,600,000.00	29,122,710.11	170,126,009.94	1,473,990.06	0.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			175,668,724.61	175,668,724.61	30,833,747.26	176,164,381.73		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(175,668,724.61)	(175,668,724.61)	(26,123,706.86)	(171,453,162.73)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	1,293,465.00	1,293,465.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(175,668,724.61)	(175,668,724.61)	(24,830,241.86)	(170,159,697.73)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	277,090,337.37	277,090,337.37		277,090,337.37	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			277,090,337.37	277,090,337.37		277,090,337.37		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			277,090,337.37	277,090,337.37		277,090,337.37		
2) Ending Balance, June 30 (E + F1e)			101,421,612.76	101,421,612.76		106,930,639.64		
Components of Ending Fund Balance								
a) Nonspendable								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	101,421,612.76	101,421,612.76		106,930,639.64		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	4,459,303.34	4,460,482.00	4,460,482.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	250,737.06	250,737.00	250,737.00	New
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	4,710,040.40	4,711,219.00	4,711,219.00	New
TOTAL, REVENUES			0.00	0.00	4,710,040.40	4,711,219.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,608,912.24	1,608,912.24	127,608.82	444,252.74	1,164,659.50	72.4%
Clerical, Technical and Office Salaries		2400	478,552.84	478,552.84	108,465.49	392,775.06	85,777.78	17.9%
Other Classified Salaries		2900	0.00	0.00	168.57	358.17	(358.17)	New
TOTAL, CLASSIFIED SALARIES			2,087,465.08	2,087,465.08	236,242.88	837,385.97	1,250,079.11	59.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	244,003.67	244,003.67	54,714.08	211,790.35	32,213.32	13.2%
OASDI/Medicare/Alternative		3301-3302	69,377.59	69,377.59	18,026.30	63,739.42	5,638.17	8.1%
Health and Welfare Benefits		3401-3402	204,922.92	204,922.92	47,999.81	176,552.29	28,370.63	13.8%
Unemployment Insurance		3501-3502	456.96	456.96	117.80	417.28	39.68	8.7%
Workers' Compensation		3601-3602	13,761.95	13,761.95	3,543.85	12,560.75	1,201.20	8.7%
OPEB, Allocated		3701-3702	48,132.00	48,132.00	11,562.22	43,377.22	4,754.78	9.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	604.44	604.44	149.87	552.83	51.61	8.5%
TOTAL, EMPLOYEE BENEFITS			581,259.53	581,259.53	136,113.93	508,990.14	72,269.39	12.4%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	209,650.88	1,075,987.38	(1,075,987.38)	New
Noncapitalized Equipment		4400	0.00	0.00	942,385.59	1,092,786.39	(1,092,786.39)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	1,152,036.47	2,168,773.77	(2,168,773.77)	New
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	9,006.11	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,400,000.00	1,400,000.00	177,637.76	2,523,221.91	(1,123,221.91)	-80.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,400,000.00	1,400,000.00	186,643.87	2,523,221.91	(1,123,221.91)	-80.2%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	15,000.00	(15,000.00)	New
Land Improvements		6170	0.00	0.00	11,247,062.88	21,004,256.36	(21,004,256.36)	New

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Buildings and Improvements of Buildings		6200	171,600,000.00	171,600,000.00	17,741,026.75	148,647,596.14	22,952,403.86	13.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	134,620.48	459,157.44	(459,157.44)	New
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			171,600,000.00	171,600,000.00	29,122,710.11	170,126,009.94	1,473,990.06	0.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			175,668,724.61	175,668,724.61	30,833,747.26	176,164,381.73		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	1,293,465.00	1,293,465.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	106,930,639.64
Total, Restricted Balance		106,930,639.64

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,880,000.00	3,880,000.00	914,523.82	3,880,000.00	0.00	0.0%
5) TOTAL, REVENUES			3,880,000.00	3,880,000.00	914,523.82	3,880,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	45,000.00	45,000.00	10,370.60	45,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	4,246,294.00	4,246,294.00	0.00	4,246,294.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,291,294.00	4,291,294.00	10,370.60	4,291,294.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(411,294.00)	(411,294.00)	904,153.22	(411,294.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(411,294.00)	(411,294.00)	904,153.22	(411,294.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	26,933,107.67	26,933,107.67		26,933,107.67	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			26,933,107.67	26,933,107.67		26,933,107.67		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			26,933,107.67	26,933,107.67		26,933,107.67		
2) Ending Balance, June 30 (E + F1e)			26,521,813.67	26,521,813.67		26,521,813.67		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	26,521,813.67	26,521,813.67		26,521,813.67		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	1,600,000.00	1,600,000.00	109,965.44	1,600,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	103,012.04	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	2,250,000.00	2,250,000.00	701,546.34	2,250,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,880,000.00	3,880,000.00	914,523.82	3,880,000.00	0.00	0.0%
TOTAL, REVENUES			3,880,000.00	3,880,000.00	914,523.82	3,880,000.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	45,000.00	45,000.00	10,370.60	45,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			45,000.00	45,000.00	10,370.60	45,000.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	1,131,294.00	1,131,294.00	0.00	1,131,294.00	0.00	0.0%
Other Debt Service - Principal		7439	3,115,000.00	3,115,000.00	0.00	3,115,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,246,294.00	4,246,294.00	0.00	4,246,294.00	0.00	0.0%
TOTAL, EXPENDITURES			4,291,294.00	4,291,294.00	10,370.60	4,291,294.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	26,521,813.67
Total, Restricted Balance		26,521,813.67

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	1,293,465.00	1,293,465.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	1,293,465.00	1,293,465.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	1,293,465.00	1,293,465.00	(1,293,465.00)	New
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	(1,293,465.00)	(1,293,465.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,891.09	4,891.09		4,891.09	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,891.09	4,891.09		4,891.09		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,891.09	4,891.09		4,891.09		
2) Ending Balance, June 30 (E + F1e)			4,891.09	4,891.09		4,891.09		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,891.09	4,891.09		4,891.09		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	1,293,465.00	1,293,465.00	1,293,465.00	New
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	1,293,465.00	1,293,465.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	1,293,465.00	1,293,465.00	(1,293,465.00)	New
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	1,293,465.00	1,293,465.00	(1,293,465.00)	New
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	(1,293,465.00)	(1,293,465.00)		

Resource	Description	2023-24 Projected Totals
7710	State School Facilities Projects	4,891.09
Total, Restricted Balance		4,891.09

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,011,739.00	2,011,739.00	6,941.70	2,011,739.00	0.00	0.0%
5) TOTAL, REVENUES			2,011,739.00	2,011,739.00	6,941.70	2,011,739.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	8,154.93	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	1,220,000.00	1,220,000.00	1,175,647.00	1,220,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,220,000.00	1,220,000.00	1,183,801.93	1,220,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			791,739.00	791,739.00	(1,176,860.23)	791,739.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			791,739.00	791,739.00	(1,176,860.23)	791,739.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,794,788.37	1,794,788.37		1,794,788.37	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,794,788.37	1,794,788.37		1,794,788.37		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,794,788.37	1,794,788.37		1,794,788.37		
2) Ending Balance, June 30 (E + F1e)			2,586,527.37	2,586,527.37		2,586,527.37		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,586,527.37	2,586,527.37		2,586,527.37		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	2,011,739.00	2,011,739.00	0.00	2,011,739.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	6,941.70	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,011,739.00	2,011,739.00	6,941.70	2,011,739.00	0.00	0.0%
TOTAL, REVENUES			2,011,739.00	2,011,739.00	6,941.70	2,011,739.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	8,154.93	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	8,154.93	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools			7211	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	1,220,000.00	1,220,000.00	1,175,647.00	1,220,000.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,220,000.00	1,220,000.00	1,175,647.00	1,220,000.00	0.00	0.0%
TOTAL, EXPENDITURES			1,220,000.00	1,220,000.00	1,183,801.93	1,220,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	2,586,527.37
Total, Restricted Balance		2,586,527.37

DEBT SERVICE FUNDS

Debt Service Funds Definition

The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs. This classification includes the Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	331,000.00	331,000.00	0.00	331,000.00	0.00	0.0%
4) Other Local Revenue		8600-8799	38,430,000.00	38,430,000.00	0.00	38,430,000.00	0.00	0.0%
5) TOTAL, REVENUES			38,761,000.00	38,761,000.00	0.00	38,761,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	38,111,177.50	38,111,177.50	0.00	38,111,177.50	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			38,111,177.50	38,111,177.50	0.00	38,111,177.50		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			649,822.50	649,822.50	0.00	649,822.50		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			649,822.50	649,822.50	0.00	649,822.50		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	41,979,246.85	41,979,246.85		41,979,246.85	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			41,979,246.85	41,979,246.85		41,979,246.85		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			41,979,246.85	41,979,246.85		41,979,246.85		
2) Ending Balance, June 30 (E + F1e)			42,629,069.35	42,629,069.35		42,629,069.35		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
c) Committed		9740	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	42,629,069.35	42,629,069.35		42,629,069.35		
Bond Interest and Redemption Fund	0000	9780		42,629,069.35				
Bond Interest and Redemption Fund	0000	9780	42,629,069.35					
Bond Interest and Redemption Fund	0000	9780				42,629,069.35		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	330,000.00	330,000.00	0.00	330,000.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	1,000.00	1,000.00	0.00	1,000.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			331,000.00	331,000.00	0.00	331,000.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	29,050,000.00	29,050,000.00	0.00	29,050,000.00	0.00	0.0%
Unsecured Roll		8612	1,440,000.00	1,440,000.00	0.00	1,440,000.00	0.00	0.0%
Prior Years' Taxes		8613	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.00	0.0%
Supplemental Taxes		8614	1,280,000.00	1,280,000.00	0.00	1,280,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Interest		8660	1,250,000.00	1,250,000.00	0.00	1,250,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	2,900,000.00	2,900,000.00	0.00	2,900,000.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			38,430,000.00	38,430,000.00	0.00	38,430,000.00	0.00	0.0%
TOTAL, REVENUES			38,761,000.00	38,761,000.00	0.00	38,761,000.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	18,861,177.50	18,861,177.50	0.00	18,861,177.50	0.00	0.0%
Other Debt Service - Principal		7439	19,250,000.00	19,250,000.00	0.00	19,250,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			38,111,177.50	38,111,177.50	0.00	38,111,177.50	0.00	0.0%
TOTAL, EXPENDITURES			38,111,177.50	38,111,177.50	0.00	38,111,177.50		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

ENTERPRISE FUNDS

Enterprise Funds Definition

Enterprise Funds, as outlined in the California Department of Education's Standardized Account Code Structure (SACS), may be used to account for activities for which fees are charged to external users for goods or services.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	145.35	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	145.35	0.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	3,173.51	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	1,038.62	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	9,078.16	21,000.00	(21,000.00)	New
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	(27,912.40)	(21,000.00)	21,000.00	New
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	(14,622.11)	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			0.00	0.00	14,767.46	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	14,767.46	0.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	25,046.99	25,046.99		25,046.99	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) As of July 1 - Audited (F1a + F1b)			25,046.99	25,046.99		25,046.99		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			25,046.99	25,046.99		25,046.99		
2) Ending Net Position, June 30 (E + F1e)			25,046.99	25,046.99		25,046.99		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	25,049.99		0.00		
b) Restricted Net Position		9797	25,049.99	0.00		25,049.99		
c) Unrestricted Net Position		9790	(3.00)	(3.00)		(3.00)		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	145.35	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	145.35	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	145.35	0.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	2,867.03	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	306.48	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	3,173.51	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	746.63	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	242.79	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	1.59	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	0.00	0.00	47.61	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	1,038.62	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	315.10	1,000.00	(1,000.00)	New
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	8,763.06	20,000.00	(20,000.00)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	9,078.16	21,000.00	(21,000.00)	New
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	(27,912.40)	(21,200.00)	21,200.00	New
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	200.00	(200.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	(27,912.40)	(21,000.00)	21,000.00	New
DEPRECIATION AND AMORTIZATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	(14,622.11)	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	25,049.99
Total, Restricted Net Position		25,049.99

PROPRIETARY FUNDS

Proprietary Funds Definition

Proprietary Funds are used to account for activities that are more business-like than government-like in nature. Business-type activities include those for which a fee is charged to external users or to other organizational units of the LEA, normally on a full cost-recovery basis. Proprietary funds are generally intended to be self-supporting. This classification includes the Self-Insurance fund, which includes the Dental/Vision fund.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,010,795.97	15,010,795.97	4,037,460.62	15,010,795.97	0.00	0.0%
5) TOTAL, REVENUES			15,010,795.97	15,010,795.97	4,037,460.62	15,010,795.97		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	453,280.92	453,280.92	120,705.48	477,117.28	(23,836.36)	-5.3%
3) Employee Benefits		3000-3999	334,522.47	334,522.47	90,193.34	340,447.60	(5,925.13)	-1.8%
4) Books and Supplies		4000-4999	49,000.00	49,000.00	70,131.99	246,000.00	(197,000.00)	-402.0%
5) Services and Other Operating Expenses		5000-5999	14,173,992.58	14,173,992.58	4,199,087.94	15,277,402.29	(1,103,409.71)	-7.8%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			15,010,795.97	15,010,795.97	4,480,118.75	16,340,967.17		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			0.00	0.00	(442,658.13)	(1,330,171.20)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	(442,658.13)	(1,330,171.20)		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	12,328,877.98	12,328,877.98		12,328,877.98	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,328,877.98	12,328,877.98		12,328,877.98		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,328,877.98	12,328,877.98		12,328,877.98		
2) Ending Net Position, June 30 (E + F1e)			12,328,877.98	12,328,877.98		10,998,706.78		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	12,328,877.98	12,328,877.98		10,998,706.78		
OTHER STATE REVENUE								
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	43,705.42	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	14,990,795.97	14,990,795.97	3,993,755.20	14,990,795.97	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,010,795.97	15,010,795.97	4,037,460.62	15,010,795.97	0.00	0.0%
TOTAL, REVENUES			15,010,795.97	15,010,795.97	4,037,460.62	15,010,795.97		
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	315,285.00	315,285.00	47,579.00	254,697.80	60,587.20	19.2%
Clerical, Technical and Office Salaries		2400	137,995.92	137,995.92	73,126.48	222,419.48	(84,423.56)	-61.2%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			453,280.92	453,280.92	120,705.48	477,117.28	(23,836.36)	-5.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	120,935.25	120,935.25	32,061.10	126,044.56	(5,109.31)	-4.2%
OASDI/Medicare/Alternative		3301-3302	34,570.79	34,570.79	6,554.94	33,994.63	576.16	1.7%
Health and Welfare Benefits		3401-3402	144,345.12	144,345.12	42,949.17	145,199.06	(853.94)	-0.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Unemployment Insurance		3501-3502	225.89	225.89	37.76	216.89	9.00	4.0%
Workers' Compensation		3601-3602	6,799.22	6,799.22	1,138.97	6,485.26	313.96	4.6%
OPEB, Allocated		3701-3702	27,468.00	27,468.00	7,392.00	28,329.00	(861.00)	-3.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	178.20	178.20	59.40	178.20	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			334,522.47	334,522.47	90,193.34	340,447.60	(5,925.13)	-1.8%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	47,000.00	47,000.00	70,131.99	246,000.00	(199,000.00)	-423.4%
Noncapitalized Equipment		4400	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%
TOTAL, BOOKS AND SUPPLIES			49,000.00	49,000.00	70,131.99	246,000.00	(197,000.00)	-402.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,000.00	2,000.00	0.00	35,000.00	(33,000.00)	-1,650.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	37,000.00	37,000.00	10,621.44	37,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	14,129,192.58	14,129,192.58	4,188,466.50	15,199,602.29	(1,070,409.71)	-7.6%
Communications		5900	5,800.00	5,800.00	0.00	5,800.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			14,173,992.58	14,173,992.58	4,199,087.94	15,277,402.29	(1,103,409.71)	-7.8%
DEPRECIATION AND AMORTIZATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			15,010,795.97	15,010,795.97	4,480,118.75	16,340,967.17		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Net Position		0.00

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	35,928.88	35,928.88	33,823.80	35,919.00	(9.88)	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
4. Total, District Regular ADA (Sum of Lines A1 through A3)	35,928.88	35,928.88	33,823.80	35,919.00	(9.88)	0.0%
5. District Funded County Program ADA						
a. County Community Schools	107.41	107.41	107.41	107.41	0.00	0.0%
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	107.41	107.41	107.41	107.41	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	36,036.29	36,036.29	33,931.21	36,026.41	(9.88)	0.0%
7. Adults in Correctional Facilities					0.00	
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
2. District Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Adults in Correctional Facilities					0.00	
5. County Operations Grant ADA					0.00	
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA					0.00	
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Charter School Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA					0.00	
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
7. Charter School Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. Total, Charter School Funded County Program ADA						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.0%

Sacramento City Unified School District 2023-24 First Interim Cash Flow Projections

2023-24 Cash Flow Projection																		
2023-24	Object	2023-24 Beginning Balance	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	373,556,790	373,556,790	362,586,316	341,537,211	347,584,673	322,544,853	305,741,592	325,460,513	352,835,201	318,919,037	322,107,078	352,720,342	329,383,450			\$ -	\$ -
B. RECEIPTS																		
LCF Revenue Sources																		
Principal Apportionment	8010-8019		14,442,033	14,442,033	55,697,579	26,027,092	23,700,352	23,700,352	23,700,352	36,486,085	78,697,342	36,486,085	36,486,085	7,596,286	-	-	\$ 377,461,678	\$ 377,461,678
Property Taxes	8020-8079		-	-	-	110,654	207,580	21,811,629	54,962,423	4,217,648	4,554,249	51,412,637	1,134,515	1,299,572	-	-	\$ 139,710,907	\$ 139,710,907
Miscellaneous Funds	8080-8099		-	164,958	-	-	(910,844)	(973,598)	(229,784)	296	(2,051,388)	(190,779)	379,101	(3,622,476)	(6,947,348)	-	\$ (14,381,861)	\$ (14,381,861)
Federal Revenues	8100-8299		9,564,211	-	578,742	20,508,482	556,224	10,814,130	2,047,969	1,499,587	1,956,766	12,314,224	2,042,983	30,252,615	49,132,035	-	\$ 141,267,968	\$ 141,267,968
Other State Revenues	8300-8599		11,822,506	3,291,862	8,626,350	9,817,202	12,424,520	16,175,095	6,376,861	2,580,049	4,818,194	9,957,726	14,608,266	4,164,514	(2,967,042)	22,042,182	\$ 123,738,287	\$ 123,738,287
Other Local Revenues	8600-8799		3,159,923	283,850	200,207	2,013,040	(89,118)	(128,059)	267,597	(369,166)	(365,565)	841,724	(293,381)	(133,031)	2,830,323	-	\$ 8,218,346	\$ 8,218,346
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	32,422	32,422	42,129	32,422	1,008,155	1,327,849	-	\$ 2,475,399	\$ 2,475,399
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Undefined Objects																	\$ -	\$ -
TOTAL RECEIPTS			38,988,673	18,182,704	65,102,878	58,476,470	35,888,714	71,399,550	87,125,418	44,446,923	87,642,021	110,863,746	54,389,992	40,565,637	43,375,818	22,042,182	778,490,724	778,490,724
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		2,228,999	6,421,721	23,873,445	46,190,127	25,145,178	25,479,280	25,280,547	24,566,782	25,282,788	24,954,185	22,407,576	40,458,617	9,946,068	-	\$ 302,235,312	\$ 302,235,312
Classified Salaries	2000-2999		3,396,645	5,086,770	6,171,478	6,334,797	6,736,302	7,409,605	6,917,503	6,436,978	7,518,773	6,462,678	8,597,501	15,591,444	3,594,611	-	\$ 90,255,085	\$ 90,255,085
Employee Benefits	3000-3999		3,304,355	5,276,140	16,672,722	21,334,217	17,432,332	17,799,865	17,535,483	18,284,415	18,534,203	18,355,204	17,664,099	21,308,311	13,170,519	22,042,182	\$ 228,714,048	\$ 228,714,048
Books and Supplies	4000-4999		1,990,318	1,441,644	1,004,868	1,038,796	1,393,892	1,398,161	4,096,805	2,098,520	4,364,427	3,909,585	6,539,025	28,783,945	-	-	\$ 59,646,009	\$ 59,646,009
Services	5000-5999		350,797	5,343,165	5,136,013	9,221,501	4,927,782	9,450,160	8,091,880	7,086,409	12,424,120	7,293,045	9,480,519	23,836,651	33,528,045	-	\$ 136,170,086	\$ 136,170,086
Capital Outlay	6000-6599		7,236	10,001,917	3,550,477	3,075,113	(1,528,250)	(1,340,368)	(1,171,400)	(990,715)	(290,939)	(1,370,732)	76,438	359,969	5,808,523	-	\$ 16,187,269	\$ 16,187,269
Other Outgo	7000-7499		72,462	72,462	132,609	131,392	(8,387)	(8,387)	(8,387)	(8,387)	(8,387)	(8,387)	(8,387)	(8,387)	(0)	-	\$ 341,832	\$ 341,832
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
TOTAL DISBURSEMENTS			11,350,812	33,643,819	56,541,613	87,325,943	54,098,849	60,188,316	60,742,431	57,474,002	65,046,581	60,050,419	62,127,331	108,085,630	94,831,711	22,042,182	833,549,641	833,549,641
D. BALANCE SHEET ITEMS																		
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199	(1,140,624)	(1,131,096)	(27,227)	(39,104)	(111,482)	193,627	(37,454)	369,982	(447,339)	(56,096)	(567,282)	-	712,846	-	-	\$ (1,140,624)	
Accounts Receivable	9200-9299	47,342,909	2,044,282	1,156,479	(322,495)	1,067,487	5,089,768	5,922,280	4,858,582	4,569,121	4,646,211	4,137,115	282,028	13,892,052	-	-	\$ 47,342,909	
Due From Other Funds	9310	7,955,468	7,955,468	-	-	3,054,112	(807,786)	(807,786)	(807,786)	(715,929)	(579)	-	-	85,753	-	-	\$ 7,955,468	
Stores	9320	104,391	-	92	35	92	55	100	55	9,430	9,462	9,451	(50)	75,669	-	-	\$ 104,391	
Prepaid Expenditures	9330	8,235	8,235	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 8,235	
Other Current Assets	9340	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Undefined Objects																	\$ -	
SUBTOTAL ASSETS		54,270,379	8,876,889	1,129,343	(361,564)	4,010,208	4,475,665	5,077,140	4,420,833	3,415,283	4,598,997	3,579,285	281,978	14,766,321	-	-	54,270,379	
Liabilities and Deferred Inflows																		
Accounts Payable	9500-9599	(147,218,947)	(25,899,532)	(6,717,333)	(2,152,239)	(200,555)	(3,068,790)	3,430,547	(3,429,133)	(24,304,368)	(24,006,396)	(23,779,348)	(15,881,530)	(21,210,270)	-	-	\$ (147,218,947)	
Due To Other Funds	9610	(3,106,038)	(2,016,243)	-	-	-	-	-	-	-	-	-	-	(1,089,795)	-	-	\$ (3,106,038)	
Current Loans	9640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Unearned Revenues	9650	(19,569,449)	(19,569,449)	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ (19,569,449)	
Deferred Inflows of Resources	9690	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Undefined Objects																	\$ -	
SUBTOTAL LIABILITIES		(169,894,435)	(47,485,225)	(6,717,333)	(2,152,239)	(200,555)	(3,068,790)	3,430,547	(3,429,133)	(24,304,368)	(24,006,396)	(23,779,348)	(15,881,530)	(22,300,065)	-	-	(169,894,435)	
Nonoperating																		
Suspense Clearing	9910	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
TOTAL BALANCE SHEET ITEMS		(115,624,056)	(38,608,336)	(5,587,989)	(2,513,803)	3,809,653	1,406,874	8,507,687	991,700	(20,889,085)	(19,407,399)	(20,200,063)	(15,599,552)	(7,533,744)	-	-	(115,624,056)	
E. NET INCREASE/DECREASE B - C + D		(115,624,056)	(10,970,475)	(21,049,105)	6,047,662	(25,039,820)	(16,803,261)	19,718,921	27,374,688	(33,916,164)	3,188,041	30,613,264	(23,336,891)	(75,053,738)	(51,455,894)	-	(170,682,972)	\$ (55,058,916)
F. ENDING CASH (A + E)		257,932,735	362,586,316	341,537,211	347,584,673	322,544,853	305,741,592	325,460,513	352,835,201	318,919,037	322,107,078	352,720,342	329,383,450	254,329,712				
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 202,873,818	

Sacramento City Unified School District 2023-24 First Interim Cash Flow Projections

2024-25 Cash Flow Projection																			
2024-25	Object	2024-25 Beginning Balance	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	Accrual Projected	Adjustments	Total Projected	Budget	
A. BEGINNING CASH	9110	254,329,712	254,329,712	241,174,940	257,670,509	291,130,859	285,354,903	265,046,246	300,954,222	327,219,440	287,601,002	270,458,317	285,755,791	256,833,037			\$ -	\$ -	
B. RECEIPTS																			
LCFF Revenue Sources																			
Principal Apportionment	8010-8019		13,244,957	13,244,957	52,321,570	23,840,922	23,840,922	52,321,570	23,840,922	23,840,922	52,321,570	23,840,922	23,840,922	52,321,570			\$ -	\$ 378,821,727	\$ 378,821,727
Property Taxes	8020-8079		-	(7)	-	-	207,580	21,811,629	54,962,423	4,217,648	4,554,249	51,412,637	1,134,515	1,410,233			\$ -	\$ 139,710,907	\$ 139,710,907
Miscellaneous Funds	8080-8099		-	404	(2,010,607)	(827,907)	(910,844)	(973,598)	(229,784)	296	(2,051,388)	(190,779)	379,101	(3,622,476)			\$ -	\$ (14,381,861)	\$ (14,381,861)
Federal Revenues	8100-8299		980,944	1,336,811	4,294,094	989,425	264,771	3,105,160	677,832	525,986	652,578	3,520,532	676,451	8,487,629			\$ -	\$ 39,116,752	\$ 39,116,752
Other State Revenues	8300-8599		5,898,352	2,955,639	7,112,959	3,586,018	10,080,436	12,906,934	5,522,818	2,661,476	4,348,180	8,221,418	14,112,305	4,535,800			\$ 22,042,182	\$ 115,293,461	\$ 115,293,461
Other Local Revenues	8600-8799		898,172	98,615	272,592	196,547	318,615	286,994	608,287	91,202	94,126	1,074,508	152,744	282,956			\$ -	\$ 6,673,728	\$ 6,673,728
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	32,422	32,422	42,129	32,422	1,008,155			\$ -	\$ 2,475,399	\$ 2,475,399
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
TOTAL RECEIPTS			21,022,425	17,636,418	61,990,609	27,785,005	33,801,481	89,458,688	85,382,497	31,369,952	59,951,736	87,921,368	40,328,460	64,423,867	24,595,423	22,042,182	667,710,113	667,710,113	
C. DISBURSEMENTS																			
Certificated Salaries	1000-1999		1,906,567	5,013,566	24,394,584	24,842,598	25,438,190	25,748,163	25,563,782	24,901,566	25,565,862	25,260,990	22,898,300	39,645,679			\$ 9,752,126	\$ 280,931,973	\$ 280,931,973
Classified Salaries	2000-2999		3,261,399	4,733,537	6,307,876	6,318,049	6,240,679	6,875,014	6,411,393	5,958,680	6,977,863	5,982,992	7,994,159	14,583,315			\$ 3,986,964	\$ 85,631,820	\$ 85,631,820
Employee Benefits	3000-3999		3,153,299	4,852,603	17,933,113	17,910,827	18,008,209	18,379,435	18,112,397	18,868,854	19,121,151	18,940,354	17,841,591	21,522,420			\$ 22,042,182	\$ 232,635,372	\$ 232,635,372
Books and Supplies	4000-4999		54,303	140,911	1,453,191	711,098	612,004	613,867	1,791,492	919,487	695,845	1,908,277	1,709,794	2,857,221			\$ 12,560,648	\$ 26,028,139	\$ 26,028,139
Services	5000-5999		908,943	2,666,824	4,766,177	5,185,663	4,683,606	8,561,371	7,396,698	6,534,545	11,111,429	6,711,728	8,587,403	20,897,237			\$ 28,749,016	\$ 116,760,639	\$ 116,760,639
Capital Outlay	6000-6599		15,241	38,262	36,628	113,409	37,230	58,597	77,812	98,361	177,942	55,144	219,722	251,966			\$ 660,569	\$ 1,840,883	\$ 1,840,883
Other Outgo	7000-7499		28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486			\$ -	\$ 341,832	\$ 341,832
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS			9,328,237	17,474,188	54,920,055	55,110,131	55,048,403	60,264,932	59,382,061	57,309,979	63,678,579	58,887,870	59,279,454	99,786,324	71,658,263	22,042,182	744,170,658	744,170,658	
D. BALANCE SHEET ITEMS																			
Assets and Deferred Outflows																			
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Accounts Receivable	9200-9299		43,375,818	4,592,179	20,231,966	28,660,246	24,699,195	885,741	2,475,120	444,374	(51,948)	18,682	(447,754)	258,395	4,602,239	(42,992,617)	\$ 43,375,818	\$ 43,375,818	
Due From Other Funds	9310		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Stores	9320		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Other Current Assets	9340		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
SUBTOTAL ASSETS			43,375,818	4,592,179	20,231,966	28,660,246	24,699,195	885,741	2,475,120	444,374	(51,948)	18,682	(447,754)	258,395	4,602,239	(42,992,617)	\$ 43,375,818	\$ 43,375,818	
Liabilities and Deferred Inflows																			
Accounts Payable	9500-9599		(94,831,711)	(29,441,138)	(3,898,627)	(2,270,450)	(3,150,025)	52,524	4,239,100	(179,592)	(13,626,464)	(13,434,524)	(13,288,270)	(10,230,155)	(9,604,089)	-	\$ (94,831,711)	\$ (94,831,711)	
Due To Other Funds	9610		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Current Loans	9640		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Unearned Revenues	9650		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
SUBTOTAL LIABILITIES			(94,831,711)	(29,441,138)	(3,898,627)	(2,270,450)	(3,150,025)	52,524	4,239,100	(179,592)	(13,626,464)	(13,434,524)	(13,288,270)	(10,230,155)	(9,604,089)	-	\$ (94,831,711)	\$ (94,831,711)	
Nonoperating																			
Suspense Clearing	9910		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
TOTAL BALANCE SHEET ITEMS			(51,455,894)	(24,848,959)	16,333,338	26,389,796	21,549,170	938,265	6,714,220	264,782	(13,678,412)	(13,415,842)	(13,736,023)	(9,971,760)	(5,001,851)	(42,992,617)	\$ (51,455,894)	\$ (51,455,894)	
E. NET INCREASE/DECREASE B - C + D			(51,455,894)	(13,154,772)	16,495,568	33,460,350	(5,775,956)	(20,308,657)	35,907,976	26,265,218	(39,618,438)	(17,142,684)	15,297,474	(28,922,754)	(40,364,308)	(90,055,456)	\$ (127,916,439)	\$ (76,460,545)	
F. ENDING CASH (A + E)			241,174,940	257,670,509	291,130,859	285,354,903	265,046,246	300,954,222	327,219,440	287,601,002	270,458,317	285,755,791	256,833,037	216,468,730			\$ 126,413,273	\$ 126,413,273	
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 126,413,273	\$ 126,413,273	

Sacramento City Unified School District 2023-24 First Interim Cash Flow Projections

2025-26 Cash Flow Projection																			
2025-26	Object	2025-26 Beginning Balance	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Accrual Projected	Adjustments	Total Projected	Budget	
A. BEGINNING CASH	9110	216,468,730	216,468,730	205,618,668	199,677,862	202,228,706	170,181,924	151,499,812	186,307,108	214,965,200	181,442,451	170,447,423	192,524,319	168,582,521			\$ -	\$ -	
B. RECEIPTS																			
LCF Revenue Sources																			
Principal Apportionment	8010-8019		13,382,807	13,382,807	52,786,607	24,089,053	24,089,053	52,786,607	24,089,053	24,089,053	52,786,607	24,089,053	24,089,053	52,786,607			\$ 382,446,358	\$ 382,446,358	
Property Taxes	8020-8079		-	(7)	-	-	207,580	21,811,629	54,962,423	4,217,648	4,554,249	51,412,637	1,134,515	1,410,233			\$ 139,710,907	\$ 139,710,907	
Miscellaneous Funds	8080-8099		-	404	(2,010,607)	(827,907)	(910,844)	(973,598)	(229,784)	296	(2,051,388)	(190,779)	379,101	(3,622,476)	(3,944,281)		\$ (14,381,861)	\$ (14,381,861)	
Federal Revenues	8100-8299		980,944	1,336,811	4,294,094	989,425	264,771	3,105,160	677,832	525,986	652,578	3,520,532	676,451	8,487,629	13,604,539		\$ 39,116,752	\$ 39,116,752	
Other State Revenues	8300-8599		5,898,352	2,955,639	7,112,959	3,586,018	10,080,436	12,906,934	5,522,818	2,661,476	4,348,179	8,221,418	14,112,305	4,535,800	11,308,945	22,042,182	\$ 115,293,461	\$ 115,293,461	
Other Local Revenues	8600-8799		898,172	98,615	272,592	196,547	318,615	286,994	608,287	91,202	94,126	1,074,508	152,744	282,956	2,298,371		\$ 6,673,728	\$ 6,673,728	
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	32,422	32,422	42,129	32,422	1,008,155	1,327,849		\$ 2,475,399	\$ 2,475,399	
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
TOTAL RECEIPTS			21,160,275	17,774,269	62,455,646	28,033,136	34,049,611	89,923,725	85,630,628	31,618,083	60,416,773	88,169,498	40,576,591	64,888,904	24,595,423	22,042,182	671,334,744	671,334,744	
C. DISBURSEMENTS																			
Certificated Salaries	1000-1999		1,812,197	4,765,406	23,187,109	23,612,948	24,179,059	24,473,689	24,298,435	23,668,997	24,300,412	24,010,631	21,764,888	37,683,311	8,771,001		\$ 266,528,082	\$ 266,528,082	
Classified Salaries	2000-2999		2,949,610	4,281,011	5,704,844	5,714,045	5,644,071	6,217,764	5,798,465	5,389,031	6,310,781	5,410,929	7,229,919	13,189,153	3,062,812		\$ 76,902,436	\$ 76,902,436	
Employee Benefits	3000-3999		3,047,464	4,689,733	17,331,219	17,309,681	17,403,794	17,762,561	17,504,485	18,235,553	18,479,383	18,304,654	17,242,769	20,800,057	16,107,932	22,042,182	\$ 226,261,467	\$ 226,261,467	
Books and Supplies	4000-4999		44,164	114,601	1,181,859	578,326	497,734	499,249	1,456,995	747,806	565,921	1,551,974	1,390,551	2,323,736	10,215,393		\$ 21,168,308	\$ 21,168,308	
Services	5000-5999		931,677	2,733,525	4,885,386	5,315,364	4,800,749	8,775,504	7,581,700	6,697,983	11,389,341	6,879,598	8,802,186	21,419,907	29,468,070		\$ 119,680,990	\$ 119,680,990	
Capital Outlay	6000-6599		15,241	38,262	36,628	113,409	37,230	58,597	77,812	98,361	177,942	55,144	219,722	251,966	660,569		\$ 1,840,883	\$ 1,840,883	
Other Outgo	7000-7499		28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486	28,486			\$ 341,832	\$ 341,832	
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
TOTAL DISBURSEMENTS			8,828,837	16,651,025	52,355,531	52,672,259	52,591,124	57,815,849	56,746,379	54,866,217	61,252,266	56,241,414	56,678,520	95,696,616	68,285,778	22,042,182	712,723,998	712,723,998	
D. BALANCE SHEET ITEMS																			
Assets and Deferred Outflows																			
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Accounts Receivable	9200-9299	(18,397,193)	(934,713)	(4,118,106)	(5,833,637)	(5,027,386)	(180,288)	(503,797)	(90,450)	22,033	(7,924)	189,908	(109,594)	(1,951,969)	148,731		\$ (18,397,193)	\$ -	
Due From Other Funds	9310	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Stores	9320	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Prepaid Expenditures	9330	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Other Current Assets	9340	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
SUBTOTAL ASSETS		(18,397,193)	(934,713)	(4,118,106)	(5,833,637)	(5,027,386)	(180,288)	(503,797)	(90,450)	22,033	(7,924)	189,908	(109,594)	(1,951,969)	148,731		(18,397,193)	\$ -	
Liabilities and Deferred Inflows																			
Accounts Payable	9500-9599	(71,658,263)	(22,246,786)	(2,945,944)	(1,715,634)	(2,380,272)	39,689	3,203,217	(135,706)	(10,296,648)	(10,151,611)	(10,041,096)	(7,730,274)	(7,257,197)			\$ (71,658,263)	\$ -	
Due To Other Funds	9610	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Current Loans	9640	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Unearned Revenues	9650	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Inflows of Resources	9690	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
SUBTOTAL LIABILITIES		(71,658,263)	(22,246,786)	(2,945,944)	(1,715,634)	(2,380,272)	39,689	3,203,217	(135,706)	(10,296,648)	(10,151,611)	(10,041,096)	(7,730,274)	(7,257,197)			(71,658,263)	\$ -	
Nonoperating																			
Suspense Clearing	9910																	\$ -	\$ -
TOTAL BALANCE SHEET ITEMS		(90,055,456)	(23,181,499)	(7,064,050)	(7,549,271)	(7,407,659)	(140,599)	2,699,419	(226,156)	(10,274,615)	(10,159,535)	(9,851,188)	(7,839,869)	(9,209,166)	148,731		(90,055,456)	\$ -	
E. NET INCREASE/DECREASE B - C + D		(90,055,456)	(10,850,061)	(5,940,806)	2,550,843	(32,046,782)	(18,682,111)	34,807,296	28,658,092	(33,522,749)	(10,995,028)	22,076,896	(23,941,798)	(40,016,878)	(43,541,624)		(131,444,710)	\$ (41,389,254)	
F. ENDING CASH (A + E)			205,618,668	199,677,862	202,228,706	170,181,924	151,499,812	186,307,108	214,965,200	181,442,451	170,447,423	192,524,319	168,582,521	128,565,643			\$ 85,024,019	\$ 85,024,019	
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 85,024,019	\$ 85,024,019	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: December 14, 2023

Subject: Annual Organizational Meeting of the Board of Education

- 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: Elect a President, Vice President, and Second Vice President on Thursday, December 14, 2023, at the Board of Education Organizational Meeting.

Background/Rationale: From time to time, the Board of Education has ad hoc and standing committees with Board Members appointed to each committee. Board Member may also serve as liaisons on other District committees. The Board will discuss the current need for committees for the 2024 calendar year as part of the Annual Organizational Meeting. Under the provisions of Education Code §35143, the Board of Education is required to set an annual organizational meeting “within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.” The Board shall elect a President, Vice President, and Second Vice President. The Superintendent serves as the Secretary to the Board.

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: None

<p>Estimated Time of Presentation: 15 minutes Submitted by: Lisa Allen, Interim Superintendent Approved by: Lisa Allen, Interim Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: December 14, 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. Recommended Bid Awards – Purchasing
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – 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>SPECIAL EDUCATION DEPARTMENT</u>		
California Dept of Education A23-00091-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2022/23	\$31,000 No Match
Period: 7/1/23 – 9/30/24 Description: Supporting Inclusive Practices grant. Grant will be used to support SCUSD to increase access to and achievement in the general education environment for students with disabilities.		
<u>DEPARTMENT</u>		
Sacramento Employment and Training Agency (SETA) A24-00055	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$304,000 No Match
Period: 10/1/23 – 9/30/24 Description SCUSD has been awarded Refugee Support Services (RSS) funds. This program is to assist Charles A. Jones Skills Center community students/program participants.		
<u>STUDENT AND HEALTH SERVICES DEPARTMENT</u>		
California Lawyers for the Arts (CLA) A24-00058	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/23 – 6/30/24 Description Implement a school based peer mediation program, Youth Mediators in School (YMS) in elementary, middle, and high schools to train future leaders of America serving at Umoja International Academy.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
Lionakis SA24-00519	11/1/23 – 12/31/24: Architectural and engineering services for the John F. Kennedy High School Swimming Pool Upgrades project. Project consists of. Replacement of pool and mechanical equipment.	\$317,420 Measure H Funds
New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	
Lionakis SA24-00518	11/1/23 – 12/31/24: Architectural and engineering services for the Hiram Johnson High School Swimming Pool Upgrades project. Project consists of Replacement of pool and mechanical equipment.	\$212,950 Measure H Funds
New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	

RECOMMENDED BID AWARDS – PURCHASING

Bid No: Bid 24-0810
Nutrition Services, EV3 Serve Smart 2-Passenger Electric Food Service Vehicles

Bids Received: 2:00 pm, November 10, 2023

Recommendation: Award to On Premises Products, Inc.

Amount/Funding: \$189,768 / Cafeteria Fund - No Kid Hungry Grant

BIDDER	BIDDER LOCATION	AMOUNT
On Premises Products, Inc.	El Cajon, CA	\$189,768

Rationale: Bid 24-0810 was publicly posted on October 23rd and on October 30th in the Daily Recorder and Planet Bids. Issued to six (6) firms in this market on October 23, 2023. By closing date of November 10, 2023, one (1) bid was submitted. The District recommends the award of a one-time purchase of two (2) electric food service vehicles for the Nutrition Services Department.

California Federal Regulation § 2414.408-70 states when only one bid is received in response to an invitation for bids, such bid may be considered and accepted if the Contracting Officer makes a written determination that: (a) The specifications were clear and not unduly restrictive; (b) adequate competition was solicited and it could have been reasonably assumed that more than one bid would have been submitted; (c) the price is reasonable; and (d) the bid is otherwise in accordance with the invitation for bids. All criteria has been met.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for preconstruction services for C.K. McClatchy High School HVAC and Kitchen Modernization

Recommendation: Approve lease-leaseback contract with CORE Construction for preconstruction services of **\$8,000** for the C.K. McClatchy High School HVAC and Kitchen Modernization project.

This work includes the developer to participate in the design review for constructability, project estimating, and scheduling.

The cost of construction for the C.K. McClatchy High School HVAC and Kitchen Modernization project is currently estimated at \$5,900,000.

Amount/Funding: \$8,000 – Measure Q Funds

Bid No: 0825-476, Serna Conference Rooms Audiovisual Equipment Upgrades

Bids received: November 16, 2023, 3:00 p.m.

Recommendation: Award to Quality Sound

Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Quality Sound	Stockton, CA	\$98,997
Precision Communications	West Sacramento, CA	\$110,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Luther Burbank Pool Replacement

Recommendation: Otto Construction was awarded construction services at the May 18, 2023 Board of Education Meeting for the Pool Replacement project at Luther Burbank High School campus. This project consisted of complete removal and replacement of a 6-lane x 25-yard swimming pool and mechanical/chemical systems; development of a new security and decorative fencing/screen wall for along the north edge of the egress hallway and removal of the existing shower areas for both the Boy's and Girls' Locker Rooms.

Original Construction Services Amount: \$6,761,177; Measure Q Funds

Approve Change Order No. 1 \$<372,559> for project closeout and unused Owner Allowance; Measure Q Funds.

New Total Contract Amount: \$6,388,619; Measure Q Funds

Project: C.K. McClatchy HVAC Chillers

Recommendation: Trane US Inc. was awarded services at the September 7, 2023 Board of Education Meeting for the HVAC Chillers project at C.K. McClatchy High School campus. This project consisted of supplying HVAC chillers and unit ventilators.

Original Services Amount: \$766,279; Measure Q Funds. Change Order No. 1 \$<66,926> was awarded at the November 16, 2023 Board of Education Meeting for removing pump package from two (2) ACSA160 air cooled chillers and add architectural louvers, powered convenience outlets and under/over voltage protection for the ACSA160 air cooled chillers; Measure H Funds

Approve Change Order No. 2 \$6,100 to provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15 (\$122 per Unit Ventilator x 50 Unit Ventilators); Measure H Funds.

New Total Contract Amount: \$705,453; Measure H Funds

Project: Oak Ridge Elementary School New Construction

Recommendation: John F. Otto dba Otto Construction, Inc. was awarded construction services at the April 13, 2023 Board of Education Meeting for the Oak Ridge Elementary School New Construction project. This project consists of a new school campus.

Approve Amendment No. 1 to reconcile preconstruction original contract amount of **\$72,120; Measure H Funds**. Amendment #1 was for the elevator for \$5,600

Approve Amendment No. 2 for shade structure \$24,376

Total preconstruction construction amount \$120,096; Measure H Funds

Approve Amendment No. 3 for \$1,108,742. This work is for electrical scope in DSA approved Increment 1 including underground utilities, a power study for the Main Electrical Switchgear and material purchase of the Main Electrical Switchgear.

Project: **John F. Kennedy C-Wing HVAC Replacement**

Recommendation: Landmark Constructors was awarded construction services at the September 8, 2022 Board of Education Meeting for the C-Wing HVAC Replacement project at John F. Kennedy High School. This project replacing existing roof mounted HVAC units and replace existing air handlers.

Original Construction Services Amount: \$5,270,688; ESSER III Funds

Approve Change Order No. 1 \$(520,286) for project closeout and unused Owner Allowance; ESSER III Funds.

New Total Contract Amount: \$4,750,402; ESSER III Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
McGuire and Hester	John D. Sloat Playground and Parking Lot	11/22/2023

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
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				3386	8182	INDEX	
Name of Grant Program 2022-23 Supporting Inclusive Practices						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$31,000.00		\$31,000.00		07/01/2022	09/30/2024	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A220116	Individuals with Disabilities Education Act Part B, Section 611			U.S. Department of Education		

I am pleased to inform you that you have been funded for the Supporting Inclusive Practices grant. Funds will be used to support districts to increase access to and achievement in the general education environment for students with disabilities.

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 mail the original, signed Grant Award Notification (AO-400) to:

Nellie Amaro, Associate Governmental Program Analyst
 Special Education Division, Focused Monitoring and Technical Assistance Unit V
 California Department of Education
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

Please also email a copy of the signed Grant Award Notification to SEDContractsGrants@cde.ca.gov.

California Department of Education Contact Erin Rodrigues, Special Education Division		Job Title Education Programs Consultant	
E-mail Address ERodrigues@cde.ca.gov		Telephone 916-445-4559	
Signature of the State Superintendent of Public Instruction or Designee 		Date June 21, 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 Janea Marking		Title Chief Business Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature 		Date 11/27/2023	



CONTRACT APPROVAL AND ROUTING FORM

School Site/Department: C.A Jones Career & Educ Agreement/Contract With: SETA

Provide a brief description of the agreement: Certs & Disclosure forms (Attachments 1-4) for the 2023-2024 Refugee Social Services (RSS) program - Awarded

Term of Agreement: #074430RS-23: 10-1-2023 through 9-30-2023 (18 month program)

This agreement consists of the following documents: Certs & Disclosure forms (Attachments 1-4)

Continue to provide refugee services to CAJ students/customers

Period of Agreement: 10-1-23-9-30-24 Board Approval Date (if required):

Cancellation Terms:

Amount \$304,000 Revenue (Grant, Award, Reimbursement for Services Provided)

Expenditure Zero-Dollar/Non-Fiscal

If Applicable, Requisition #: N/A

To Receive Funds, Invoicing Required: Yes No

Funding Source:

Contracts Use: Executed agreement provided to

Payment Terms:

Budget Accounting for invoicing

I have read and agree with the terms of this agreement:

By: Susan L. Gilmore, Director Dept. Manager/Principal (Print Name) Signature Date:

IAS or Cabinet Level Approval (required)

I approve as to substance:

By: Yvonne Wright IAS or Chief (Print Name) Signature Date:

Purchasing/Contracts Review (required)

By: Tina Alvarez-Bevens Signature Date:

Legal Services Review (when necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: (Print Name) Signature Date:

Risk Management Approval (required)

N/A

By: Keyshun Marshall (Print Name) Signature Date:

Insurance documents Received Issued Valid to:

Final Approval (required)

By: Janea Markings, CBO CBO or Deputy Supt. (Print Name) Signature Date:



Sacramento
Employment and
Training
Agency

September 7, 2023

GOVERNING BOARD

ERIC GUERRA
Vice Mayor
City of Sacramento

PATRICK KENNEDY
Board of Supervisors
County of Sacramento

RICH DESMOND
Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN
Public Representative

MAI VANG
Mayor Pro Tem
City of Sacramento

JENNIFER HERNANDEZ
Executive Director

925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Main Office
(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

Dr. Susan Lytle-Gilmore, Ph.D.
Director, Adult Education
Sacramento City Unified School District
5451 Lemon Hill Avenue
Sacramento, CA 95824

CFDA: 93.566

Dear Dr. Gilmore:

Congratulations! Pursuant to action by the SETA Governing Board on September 7, 2023, Sacramento City Unified School District has been awarded Refugee Support Services (RSS) funds for the following activities:

Activity	Allocation	Participants
ELL	\$304,000	76

The term of Agreement #074430RS-23 will be October 1, 2023 through September 30, 2024.

Please be advised that this award is contingent upon final notice of funding from the California Department of Social Services—Refugee Programs Bureau (CDSS-RPB), which SETA has not yet received.

In order to proceed with the contract process, the following documents must be completed and submitted to SETA:

- Certifications and Disclosures, Attachments #1-4**
- Board Resolution**
- Budget and Cost Allocation Plans**
(Please include 5% in supportive services)
- Program Planning Summaries (PPS)**
- Program Self-Evaluation and Monitoring Form**

Time is of the essence; therefore, please submit the completed documents to Corey.Lagbao@seta.net by **September 29, 2023**.

“Preparing People for Success: in School, in Work, in Life”

Please be advised that the following funding stipulations will be included as Special Conditions within the agreement:

1. VESL/ES, ES Stand-Alone, VESL/OJT, and ELL Workforce Navigator service providers must ensure open-entry and prompt placement into VESL classes for all clients that are assessed to be in need of English language training.
2. VESL/ES, ES Stand Alone, VESL/OJT, and ELL Workforce Navigator budgets must include a minimum allocation of 5 percent for supportive services.
3. Providers with case management and job development staff budgeted for less than 12 months, or budgeted for part-time employment, must ensure program services are available Monday through Friday, at least eight (8) hours a day from October 1, 2023 through September 30, 2024.

If you have questions or need assistance in completing these forms, please contact me at (916) 263-3838.

Sincerely,

Corey R. Lagbao

Corey Lagbao
Workforce Development Analyst III

cc: Eileen Prince-Ramos

COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308

In order to comply with the provisions of California Government Code Section 84308 and the Regulations of the California Fair Political Practices Commission, each respondent must fully complete the "Party Disclosure Form." Additionally, all participants (as defined in the attached "Participant Disclosure Form") identified by the respondent in the proposal must file the "Participant Disclosure Form." If other individuals or entities become or are identified as parties or agents during the time the Workforce Investment Board or Sacramento Employment and Training Agency is considering a respondent's proposal, additional Party Disclosure Forms must be filed with the Sacramento Employment and Training Agency. Participants who are later identified will be requested to file a "Participant Disclosure Form."

Government Code Section 84308

PARTICIPANT DISCLOSURE FORM
Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Sacramento Works, Inc. (Local Workforce Development Board) or Sacramento Employment and Training Agency board member or any candidate for such a position. This prohibition starts on the date you begin to actively support or oppose an application of a license, permit, or other entitlement for use pending before Sacramento Works, Inc. or the Sacramento Employment and Training Agency, and continuing until 12 months after a final decision is rendered on the application or proceeding by Sacramento Works, Inc. or the Sacramento Employment and Training Agency.

No Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate may solicit or receive a campaign contribution of \$250 or more from you and/or your agent during this period if the board member or candidate knows or has reason to know that you are a participant.

- II. The attached disclosure form must be filed if you or your agent have contributed \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate for the Sacramento Works, Inc. Board or the Sacramento Employment and Training Agency Governing Board during the 12-month period preceding the beginning of your active support or opposition. It will assist the board members in complying with the law.
- III. If you or your agent have made a contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the fact that you are a participant to the proceeding.

ATTACHMENT #1

This form should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the members of the board of either Sacramento Works, Inc. or Sacramento Employment and Training Agency.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use, including a subgrant or contract, if:
 - A. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the decision of the proceeding before Sacramento Works, Inc. or Sacramento Employment and Training Agency.

AND

- B. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a member of the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency for the purpose of influencing the member's vote on the application or proposal;
 - (2) Communicates with an employee of Sacramento Works, Inc. or the Sacramento Employment and Training Agency for the purpose of influencing a board member's vote on the application or proposal; or
 - (3) Testifies or makes an oral statement before the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency during a proceeding on a license, permit or other entitlement for use for the purpose of influencing the decision of the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency.
2. A proceeding involving "a license, permit or other entitlement for use" includes all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.

ATTACHMENT #1

4. To determine whether a campaign contribution of \$250 or more has been made by a participant or his or her agent, campaign contributions made by the participant within the preceding 12 months must be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Sacramento Works, Inc. or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Corey Lagbao, Workforce Development Analyst III, at (916) 263-3838 or Corey.Lagbao@seta.net, or contact the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

Prepared based upon the forms recommended by the Legal Division of the Fair Political Practices Commission 8/85.

Participant Disclosure Form SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Participant's Name: Sacramento City Unified School District

Participant's Address: 5437 47th Avenue

(Street)

Sacramento

(City)

California

(State)

95824

(Zip)

916-643-7800

(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

RSS 2023-2024

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

(Use additional sheet, if necessary)

No contributions made.

DATE: _____

(Signature of Participant and/or Agent)

Government Code Section 84308

PARTY DISCLOSURE FORM
Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement of use, including a subgrant or contract, pending before Sacramento Works, Inc. or the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or any candidate for such position. This prohibition begins on the date your proposal is filed or the proceeding is initiated, and the prohibition ends 12 months after a final decision is rendered by Sacramento Works, Inc. or the Sacramento Employment and Training Agency. In addition, no Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate may solicit or accept a campaign contribution of \$250 or more from you during this period.

These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholders, as well.

- II. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member, or any candidate for the position during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- III. If you or your agent have made a contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision on the application or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the proceedings.

ATTACHMENT #1

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.
3. To determine whether a campaign contribution of \$250 or more has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Sacramento Works, Inc. or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Corey Lagbao, Workforce Development Analyst III, at (916) 263-3838 or Corey.Lagbao@seta.net, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

Prepared based upon the forms recommended by the Legal Division of the Fair Political Practices Commission 8/85.

Party Disclosure Form SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Party's Name: Sacramento City Unified School District

Party's Address: 5437 47th Avenue

(Street)

Sacramento

(City)

California

(State)

95824

(Zip)

916-643-7800

(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

RSS- Refugee Social Services -2023-2024

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

(Use additional sheet, if necessary)

No contributions made.

DATE: _____

(Signature of Party and/or Agent)

SACRAMENTO EMPLOYMENT & TRAINING AGENCY

Governing Board

Chair

Supervisor Patrick Kennedy

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5481 (Rachael Mogavero)
FAX: (916) 874-7593
e-mail: kennedyp@saccounty.net

Vice Chair

Mayor ProTem Mai Vang

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7008 (Jaime Cervantes)
FAX: (916) 808-7680
e-mail: myvang@cityofsacramento.org

Vice Mayor Eric Guerra

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7006 (Madeline Grigsby)
FAX: (916) 808-7680
e-mail: eguerra@cityofsacramento.org

Supervisor Rich Desmond

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5471 (Rena McClain-White)
FAX: (916) 874-7593
e-mail: richdesmond@saccounty.gov

Sophia Scherman

Public Representative
8757 Rubystone Court
Elk Grove, CA 95624
(916) 685-3860
e-mail: scherman@sophia-elkgrove.com

Current a/o February 2, 2023

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Janea Markings, Chief Business Officer
Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signature

Janea Markings, Chief Business Officer
Typed Name and Title of Authorized Signatory

Sacramento City Unified School District
Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES - N/A

Approved by OMB
0348-0046

ATTACHMENT 2

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Janea Markings</u> Title: <u>Chief Business Officer</u> Telephone No. <u>916-643-9055</u> Date _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposals (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET - N/A**

Approved by OMB
0348-0046

Reporting Entity: Sacramento City USD

Page ____ of

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTSCertification Regarding Drug-Free Workplace

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the Sacramento Employment and Training Agency (hereinafter referred to as the SETA), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every subgrant officer or other designee on whose subgrant activity the convicted employee was working, unless the SETA has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected subgrant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

The subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant:

Place of Performance (Street address, city, county, state, zip code)

5451 Lemon Hill Avneue

Sacramento, CA 95824

Check if there are workplaces on file that are not identified here.

Sacramento City Unified School District
(Name of Organization)

BY: _____
(Signature of Authorized Representative)

Janea Markings, Chief Business Officer
(Typed Name and Title)

(Date)

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

1. By signing and/or submitting this application or subgrant agreement, the subrecipient is providing the certification required by 20 CFR §667.200(d) and 29 CFR Part 98.
2. The certification is a material representation of fact upon which reliance is placed when the Sacramento Employment and Training Agency (hereinafter referred to as the SETA) awards the subgrant. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the SETA, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under subgrants, for subrecipients other than individuals, need not be identified on the certification. If known, they may be identified in the subgrant application. If the subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for inspection. Failure to identify all known workplaces constitutes a violation of the subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the subgrant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority while in operation, employees in each local office, etc.).
5. If the workplace identified to the agency changes during the performance of the subgrant, the subrecipient shall inform the SETA of the change(s), if it previously identified the workplaces in question (see paragraph 3).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a subrecipient directly engaged in the performance of work under a subgrant, including:

- (i) All *direct charge* employees;
- (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the subgrant; and,
- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the subgrant and who are on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, consultants or independent contractors not on the subrecipient's payroll).

MEMORANDUM OF UNDERSTANDING

Between

California Lawyers for the Arts and Sacramento City Unified School District

PURPOSE

The purpose of this agreement is to clarify roles, responsibilities and services provided by California Lawyers for the Arts (CLA) and Sacramento City Unified School District while conducting a peer to peer mediation program at school district site(s) during the school year(s) 2023-2024.

PROGRAM DESIGN

California Lawyers for the Arts proposes to implement a school based peer mediation program, **Youth Mediators in Schools (YMS)** in elementary, middle, and high schools to train future leaders of America. This MOU is for a one (1) year project, which, if successful, can be expanded in three-year increments with adequate funding.

Peace in the home, peace in our schools, peace in the community, peace in the world. In order to have a more perfect world, we must start with our children. We must teach them a responsible way to deal with the conflict that exists in their lives so they can solve their own conflict situations and become leaders for a better, sustainable future. This program recognizes that conflict is a natural process and through mediation skills that can be taught, youth can find peaceful solutions to problems. The goal of YMS is to train peer mediators and help their school establish a School Mediation Center in the Sacramento City Unified School District schools, run by student mediators, under the guidance of a dedicated school staff individual. The plan calls for the Mediation Center to be up and running as soon as students are trained, with ongoing oversight & support of the YMS director.

Some outcomes of the Youth Mediators of Schools (YMS) program:

Students will learn to be conflict resolvers and peacemakers;

Students will learn listening and other communication skills to help prevent or resolve conflict;

Students will develop courage, character, empathy, and assertiveness;

Students will develop leadership skills and understand responsibility;

Harmony and peace will improve in the school/community.

ABOUT CALIFORNIA LAWYERS FOR THE ARTS

California Lawyers for the Arts (CLA) is a statewide nonprofit arts service organization that has been serving the creative community since 1974 by providing education, representation and dispute resolution. Originating in the Bay Area, CLA opened an office in Sacramento in 1996 with its model conflict resolution program, Arts Arbitration and Mediation Services (AAMS). In 2008, in an expansion of its programming, the Sacramento Mediation Center (SMC) and Civil Harassment Court Mediation (CHCM) were brought under the umbrella of services provided by CLA. Today, through these three vital programs, CLA is the leading provider of community dispute resolution services to the Sacramento region.

RESPONSIBILITIES

A. Responsibilities of California Lawyers for the Arts:

California Lawyers for the Arts AGREES TO:

- provide a one year peer mediation program to the identified Sacramento City Unified District schools for the school year 2023-2024.
- provide a director who will be responsible for the implementation of a six (6) hour immersion training early in the school year and provide one (1) hour per month throughout the 2023-2024 school year for up to 15-25 students in collaboration with the school dedicated staff persons.
- will agree to all legal requirements of the school district for personnel who come in contact with students.
- follow all policies and procedures of the Sacramento City Unified School District provided they are made known to CLA prior to the start of the program.
- collect data from the program with the assistance of the dedicated staff.

B. Responsibilities of the Sacramento City Unified School District:

Sacramento City Unified School District AGREES TO:

- collaborate and partner with California Lawyers for the Arts to support the goals and objectives of the Youth Mediators in Schools (YMS) program.
- supply the necessary requirements, policies and procedures for CLA staff by the beginning of the school year so that CLA staff will have adequate time to comply.

-provide a dedicated staff person to work with, the YMS director, and provide their monthly YMS program in-kind hours

-provide a comfortable room suitable to hold mediation training for 15-25 students.

- permit students to participate in a six (6) hour immersion training at the beginning of the 2023-2024 school year, and one (1) hour per month throughout the 2023-2024 school year

-permit students to complete the monthly YMS Conflict Reflection Survey, and

- allow the students to participate as mediators after meeting the program requirements.

- allow CLA to coordinate the program implementation during the school day.

TERMS AND CONDITIONS

This MOU shall cover August 1, 2023 – June 30, 2024. The MOU may be renewed for a three (3) year period commencing August 1, 2024 provided CLA receives adequate funding for the program from the County of Sacramento and other sources. If CLA does not receive adequate program funding from the County of Sacramento and other sources, and is unable to provide the YMS program cost free to Sacramento City Unified District Schools, Sacramento City Unified School District will not be held responsible for the cost of YMS. Either party may terminate this MOU in thirty days (30) with a written thirty-day notice with or without cause.

INSURANCE

The Contractor shall be an independent contractor and not an agent or employee of the District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and such certificate or policy shall name the District as an additional insured.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

INDEMNIFICATION

To the fullest extent allowed by law, Sacramento City Unified School District shall defend, indemnify and hold harmless California Lawyers for the Arts and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Sacramento City Unified School District or its directors, officers agents, employees, volunteers or guests arising from Sacramento City Unified School District duties and obligations described in this agreement or imposed by law.

To the fullest extent allowed by law, California Lawyers for the Arts shall defend, indemnify and hold harmless Sacramento City Unified School District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by California Lawyers for the Arts or its directors, officers agents, employees, volunteers or guests arising from California Lawyers for the Arts duties and obligations described in this agreement or imposed by law.

AMENDMENTS

Amendments to this MOU may be made with mutual written agreement from the participating parties.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any misunderstandings arising from this agreement, the organizations agree to use mediation services provided by a mutually selected, neutral provider in order to work out an amicable resolution.

Jody Prunier, Associate Director

Date

California Lawyers for the Arts

Janea Marking

Date

Chief Business Officer

Sacramento City Unified School District



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**John F. Kennedy High School Swimming Pool
Upgrades Project**

Dated: December 14, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 14, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at John F. Kennedy High School, 6715 Gloria Drive, Sacramento, CA 95831.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: John F. Kennedy High School Swimming Pool Upgrades project at 6715 Gloria Drive, Sacramento, CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

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

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed

personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
 - A fixed fee amount of **\$308,920.00**. The fee represents eight percent (8%) of the proposed construction value of \$2,600,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
 - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$8,500**. All reimbursable expenses must be pre-approved by District.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. 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 Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect 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, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. 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 or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees 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 Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect 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 Architect'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 Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

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

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect 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.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. **Exhibits "A" through "E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Janea Marking, Chief Business Officer

LIONAKIS ARCHITECTS

Date: December 6, 2023

By:  _____

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: John F. Kennedy High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$2,600,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

E. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

F. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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G. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$265
Associate Principal:	\$250
Senior Associate	\$240
Associate	\$230
Project Manager:	\$200
Designer:	\$140-\$160
Architect:	\$175-\$200
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package **95 calendar days**
(February 29, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage **Anticipated approval date: April 2024**
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	10%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$8,500.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

c. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

d. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

e. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. 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.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise

indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**Hiram Johnson High School Swimming
Pool Upgrades Project**

Dated: December 14, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 14, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at Hiram Johnson High School, 6879 14th Avenue, Sacramento, CA 95820.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: Hiram Johnson High School Swimming Pool Upgrades project at 6879 14th Avenue, Sacramento, CA 95820.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

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

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed

personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
 - A fixed fee amount of **\$204,450.00**. The fee represents eight percent (8%) of the proposed construction value of \$1,724,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
 - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$8,500**. All reimbursable expenses must be pre-approved by District.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. 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 Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect 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, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. 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 or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees 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 Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect 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 Architect'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 Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

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

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect 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.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. **Exhibits "A" through "E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Janea Marking, Chief Business Officer

LIONAKIS ARCHITECTS

Date: December 6, 2023

By:  _____

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Hiram Johnson High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$1,724,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

d. Electrical

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;

- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

E. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

F. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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G. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$265
Associate Principal:	\$250
Senior Associate	\$240
Associate	\$230
Project Manager:	\$200
Designer:	\$140-\$160
Architect:	\$175-\$200
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package **95 calendar days**
(February 29, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage **Anticipated approval date: April 2024**
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	10%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$8,500.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

c. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

d. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

e. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. 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.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise

indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Change Order #001

Date: October 31, 2023

Project Name: Luther Burbank H.S. Pool Replacement & Locker Room Improvement

Project No: 0530-442

DSA File No: 34-H7

DSA Application No: 02-120053

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 2nd Street
Sacramento, CA 95811

Architect: Lionakis

2025 19th Street
Sacramento, CA 95818

Construction Manager: Kitchell CEM

2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
N/A	Project Close-out of Unused Owner Allowance & Contingencies	\$ (372,558.44)	0
N/A	No Cost Time Extension from Original Completion Date of 5/23/2023 to 9/14/2023 date of NOC Filing		112
Contract time will be adjusted as follows:			
Previous Completion Date: 5/25/2023	Original Contract Amount with Allowances & Contingencies:		\$6,761,177.00
One Hundred Twelve 112 Calendar Days Extension (zero unless otherwise indicated)	Amount of Previously Approved AED(s)/PCO(s):		\$0.00
Current Completion Date: 9/14/2023	Amount of this Change Order:	\$	(372,558.44)
	Revised Contract Amount After this change order:		\$6,388,618.56

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

Janea Marking Date
Chief Business and Operations Officer

Allison Otto, President & CEO Date



AMENDMENT NO. 1 TO AGREEMENT FOR CONSTRUCTION SERVICES

This Amendment to the Agreement for Construction Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Trane Technologies ("Contractor ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Construction Services originally entered to on September 7, 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 December 14, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Contractor for the current services and will now pay for the added services from and after December 14, 2023, on a fee basis up to a maximum of \$705,453.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15

Description of funding changes to contract:

Original contract amount	\$766,279.00
Previous change orders through change order #-	\$<66,926.00>
Contract amount prior to this change order	\$699,353.00
Amount of this change order.....	\$6,100.00
NEW CONTRACT AMOUNT.....	<u>\$705,453.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Construction 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 Construction 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 Construction 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: December 14, 2023

**Sacramento City Unified School
District**

Trane Technologies

Keith M. Tan Area General Manager

Janea Marking
CBO

Todd Brooks



Change Order - Trane FCU (Fan Coil Unit)

Date: October 26, 2023

McClatchy HVAC Modernization
 Project No: 0510-433
 DSA File No: In Review
 DSA Application No: In Review

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Trane Technologies
 4145 Delmar Ave
 Rocklin, CA 95677

Designer: Lionakis
 2025 19th Street
 Sacramento, CA 95818

Construction Manager: Kitchell
 2450 Venture Oaks Way, Suite 500
 Sacramento, CA 95833

Reference	Description	Cost	
	Amount of Previously Approved AED(s)/PCO(s) Within Allowance(s) and Approved by CBO via e-Builder	\$	-
PCO # Requested by: Performed by: Reason:	PCO X2-94764-3421-3 Trane Trane Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15	\$	6,100.00
	Original Contract Amount with Allowances:		\$349,632.00
	Amount of Previously Approved AED(s)/PCO(s):	\$	-
	Amount of this Change Order:	\$	6,100.00
	Revised Contract Amount After this change order:		\$355,732.00

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: Trane Technologies

Chris Ralston Date

Keith M. Tan 11/3/23
Todd Brooks Date

Designer: Lionakis
Bill Weinberg 11/10/23
Bill Weinberg Date

Construction Manager: Kitchell
Ryan Wade 10/26/2023
Ryan Wade Date



Change Proposal

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For: Sacramento City Unified School District

Date: October 20, 2023

Job Name:
Sac City USD – McClatchy HS HVAC Replacement

Proposal Number: X2-94764-3421-3

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Scope Changes excluding sales tax:

Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15..... \$ 6,100.00
\$122.00 per Unit Ventilator x 50 Unit Ventilators

Sincerely,

Keit Tan / Todd Brooks
Trane US Inc.
4145 Delmar Avenue
Rocklin, CA 95677



FCU Submittal

Prepared For:
Sacramento City Unified School District

Date: October 2, 2023

Job Name:
Sac City USD – McClatchy HS HVAC Replacement

Trane U.S. Inc. is pleased to provide the following submittal for your review and approval.

Product Summary

Qty Product

- 2 Fan Coil Air Conditioning Units
- 50 Horizontal Unit Ventilators

Todd Brooks
Trane U.S. Inc.
4145 Del Mar Avenue
Rocklin, CA 95677
Office Phone: (916) 995-1004

The attached information describes the equipment we propose to furnish for this project and is submitted for your approval.

Submittal acceptance and return is a critical step, so please ensure submittals are returned with approval to release to production within 14 days of submittal date.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

Notes:

- Confirm piping connection side for each individual unit (RH/LH). Handing is based on looking into the discharge with air "hitting you in the face".
- Airflows scheduled for the units tagged UV-7, UV-10, UV-12 and UV-15 are higher than the selection software will allow. Selections are made with 0.2" ESP and open bottom return to have the high static motor option. Bottom return air grilles will be provided. The factory has stated airflows can be increased in the field to be higher than what is submitted, but there is not performance or sound data available at the increased airflows. MERV 13 filters have higher pressure drop than original filters which increases sound levels.

Tag Data - Fan Coil Air Conditioning Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	UV-3	2	Fan Coil Air Conditioners (UniTrane)	FCCB0801CAYF0A00AJ3M000A0A000H0000 0000000000

Horizontal concealed, ducted supply & return
 115v/60hz/1ph
 W/o piping, right hand connection, w/ aux drain pan
 Back duct collar return
 Front duct collar supply
 Free discharge fan motor
 Polymer Drain pan
 Manual air vent
 1" MERV 13 filter (no extra sets)
 CSTI (24v low voltage terminal strip interface)

Warranties Included

2 Year Parts & Labor Warranty

Contractor is responsible to check and coordinate this submittal with the requirements of the work and to verify all quantities, materials, field measurements and field construction criteria related thereto. Review by engineer is only for conformance with the design concept of the work and general compliance with the information given in the contract documents. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. No deviations from the contract documents are included in this review unless called to attention of engineer and responded to in writing by engineer.	REJECTED	
	REVISE AND RESUBMIT	X
	FINAL REVIEW-EXCEPTIONS NOTED	
	FINAL REVIEW-NO EXCEPTIONS NOTED	
CAPITAL ENGINEERING CONSULTANTS, INC. Rancho Cordova, California	Date: 10/18/2023 By: M. Brooks	

Comments:

1. Provide all UV's with low FLA EC motor option at 120v/60hz/1ph, to coordinate with existing available power.
2. For UV-7,10,12,15, confirm and clarify that OA/RA dampers and associated linkage are factory installed, and that only the actuator is provided and installed by others.

Product Report - Fan Coil Air Conditioning Units
 Item: A1 Qty: 2 Tag(s): UV-3

Unit Overview									
Model Number	Cabinet Style	Unit Cabinet Size	Design Airflow	Elevation	External Dimensions			Weight	
					Length	Width	Height	Shipping	Operating
FCCB080	Horizontal concealed	Size 080	600 cfm	0.00 ft	55.688 in	25.000 in	10.000 in	131.0 lb	147.0 lb

Unit Features	
Inlet Style	Back duct collar inlet
Outlet Style	Front duct collar outlet
Filter Type	1" MERV 13 filter
Piping System/Placement	W/o pipe, rt hand, w/ aux drn pan
Drain Pan	Polymer
Tamperproof Locks/ Leveling Feet	W/o tamperproof locks or leveling ft



Motor/Electrical Information							
Unit voltage	115v/60hz/1ph	Motor #1 HP	0.220 hp	Calculated BHP	0.170 hp	Max BHP	0.259 hp
Short circuit current rating	5 kA RMS Symmetrical, 115V Maximum	Speed	CFM	TSP	RPM		
ESP	0.300 in H2O	High	600 cfm	0.726 in H2O	1593 rpm		
Motor type	High static ECM	Medium	510 cfm	0.525 in H2O	1354 rpm		
Motor power	196.0 W	Low	396 cfm	0.316 in H2O	1051 rpm		
Min circuit ampacity	3.88 A						
Max fuse size	15.00 A						

Coil Information			
Main Coil Type	4 row cooling only	Cooling Fluid Type	Water
Reheat Coil Type	Steam reheat - 4 FPI		
Coil Air Vent	Manual		

Coil Performance - Cooling			
Total Capacity	19.13 MBh	Entering Fluid Temp	45.00 F
Sensible Capacity	16.06 MBh	Leaving Fluid Temp	56.19 F
Entering Dry Bulb	80.00 F	Fluid Pressure Drop	6.09 ft H2O
Entering Wet Bulb	65.00 F	Fluid Flow Rate	3.40 gpm
Leaving Dry Bulb	55.42 F	Fluid Delta T	11.19 F
Leaving Wet Bulb	54.29 F		

Coil Performance - Reheat			
Total Capacity	19.45 MBh	Steam Pressure	2.00 psig
Entering Dry Bulb	60.00 F	Flow Rate	20.12 lb/hr
Leaving Dry Bulb	89.89 F		

Controls, Sensors and Valves	
Control type	CS T-Stat Interface

Product Report - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

Acoustics								
Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Discharge - Low	64 dB	66 dB	61 dB	56 dB	55 dB	48 dB	44 dB	39 dB
Disch duct end corr - Low	10 dB	5 dB	2 dB	1 dB	0 dB	0 dB	0 dB	0 dB
Inlet - Low	62 dB	67 dB	62 dB	55 dB	49 dB	44 dB	39 dB	35 dB
Inlet duct end corr - Low	10 dB	5 dB	2 dB	1 dB	0 dB	0 dB	0 dB	0 dB
Inlet+casing - Low	63 dB	62 dB	62 dB	57 dB	52 dB	47 dB	43 dB	38 dB

Note: Sound power level data in dB (re 1pW).

Note: Acoustical data has been obtained in accordance with AHRI Standard 260-2001, with end corrections included as specified, and ducts terminated flush to test room wall.

Note: Duct end correction values have been applied to reported ducted Inlet/Discharge Lw values, correction values are reported for reference in accordance with AHRI Standard 260-2001 paragraph 6.1.

Mechanical Specifications - Fan Coil Air Conditioning Units**Item: A1 Qty: 2 Tag(s): UV-3****Performance Data**

Capacity: Unit capacities are certified under the Industry Room Fan Coil Air Conditioner Certification Program in accordance with AHRI standard 440-97.

Safety: All standard units are UL and CUL approved.

Concealed Unit Basic Construction

The basic unit includes a chassis, coil(s), fan wheel(s), fan casing(s), fan board and motor(s). Units also include non-corrosive main drain pan which is positively sloped in every plane and is insulated with closed cell insulation. Thermoplastic auxiliary drain pan is included on fan coil units with standard piping packages. Steel parts exposed to moisture are galvanized. The fan board assembly and both drain pans are easily removable. The fan board assembly includes a quick-disconnect motor plug. The chassis is the structural frame constructed of 18 gauge galvanized steel. The unit is acoustically and thermally insulated with closed cell insulation.

Fan

The galvanized steel fan wheels are centrifugal forward-curved and double-width. Fan wheels and housings are corrosion resistant. Fan housings are constructed of formed sheet metal.

Electronically Commutated Motors (ECM)

All motors are brushless DC (BLDC) electronically commutated motors (ECM) factory programmed and run tested in assembled units. The motor controller is mounted in a control box with a built in integrated user interface and LED tachometer. If adjustments are needed, motor parameters can be adjusted through momentary contact switches accessible without factory service personnel on the motor control board. Motors will soft ramp between speeds to lessen the acoustics due to sudden speed changes. Motors can be operated at three speeds or at variable speed with factory supplied or field supplied controllers. The motor will choose the highest speed if there are simultaneous or conflicting speed requests. All motors have integral overload protection with a maximum ambient operating temperature of 104.0 F and use permanently sealed ball bearings. Motors can operate at plus or minus 10 percent of rated voltage on all speed settings.

Coil

All water coils are burst tested at 450.00 psi (air) and leak tested at 100.00 psi (air under water). Maximum main coil working pressure is 300.00 psi. Maximum entering water temperature is 200.0 F. Tubes and U-bends are 3/8" OD copper. Fins are aluminum and are mechanically bonded to the copper tubes. Coil connections are 5/8" OD copper tubing.

Coil Air Vents - Manual

Manual air vents are rated at 300 psig.

Coil Connections - (RH)

Right hand coil connection with no interconnecting piping is provided.

Installation Note

Unit leveling and drain line pitch: Set unit level by checking the casing. The Trane Company and the industry in general recommends a drain line pitch of 1" (25mm) drop per ten feet.

WARNING: Tighten all unions when piping units. Factory tightens unions, but they may loosen during shipping.

CSTI - Thermostat Interface

The control interface is intended to be used with a field-supplied, low-voltage thermostat or controller. The control box contains a relay board which includes a line voltage to 24-volt transformer; quiet contactors (for electric heat units); and an optional disconnect switch. All end devices are wired to a low voltage terminal block and run tested, so the only a power connection and thermostat connection is needed to commission the unit. Changeover sensors and controls are provided whenever a change over coil is selected. When NO valves are selected, inverting relays are provided for use with standard thermostats.

1" MERV 13 Filter

The filter is concealed from sight and easily removable. A 1"MERV 13 filter is provided in the unit. The MERV 13 filters have a rating based on ASHRAE Standard 52.2. The average dust spot efficiency is no less than 90% percent

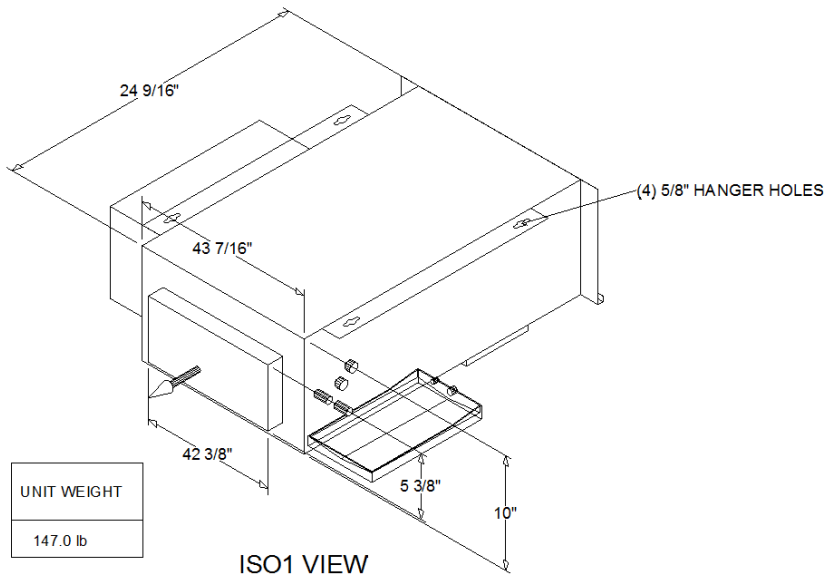
efficiency on 1 - 3 micron particles and greater than 90% efficiency on 3 - 10 micron particles when tested in accordance with ASHRAE test standard 52.2 atmospheric dust spot method.

Reheat Coils

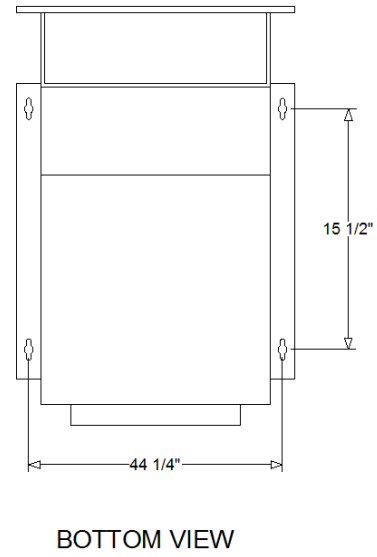
Reheat coils are available for use with both hot water and steam. Hot water maximum working pressure is 300 psig, and the maximum entering water temperature is 200 F. The steam coil maximum working pressure is 30 psig. The reheat coils are constructed of single circuit 5/8" copper tubes with aluminum fins. Piping connections are expanded to accept standard copper tubing 5/8" OD.

Dimensional Drawings - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3

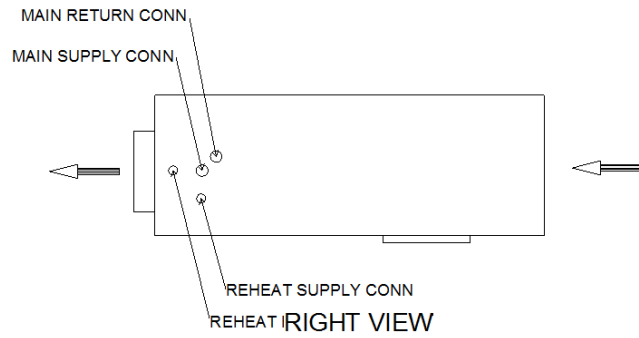
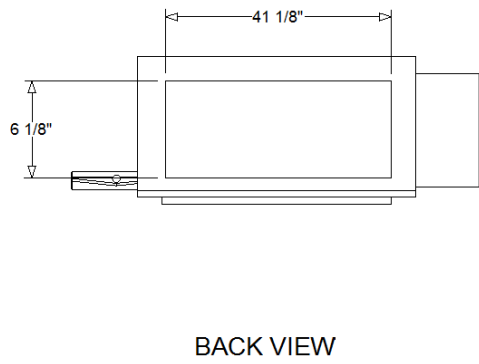
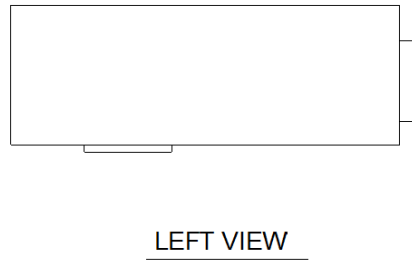


UNIT WEIGHT
147.0 lb



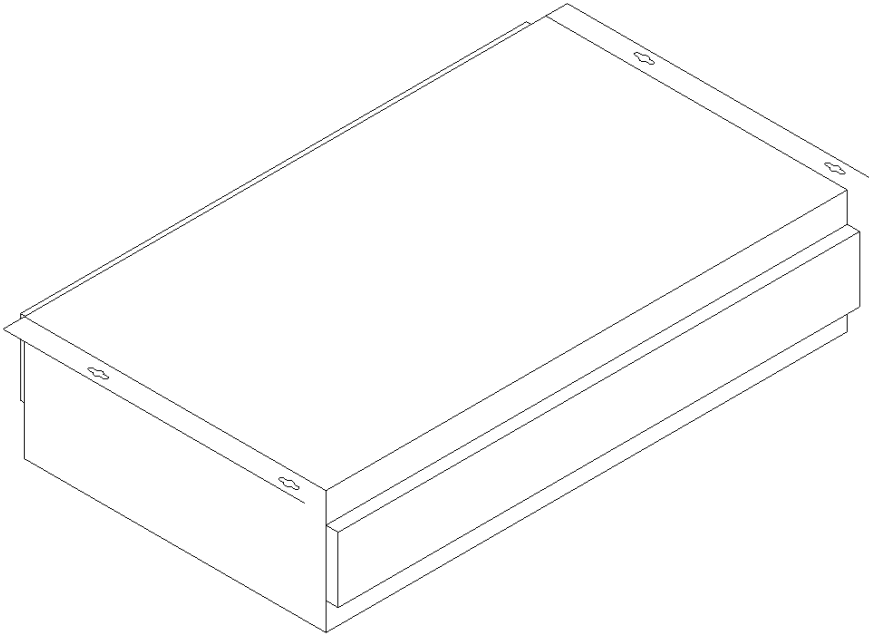
NOTES:

1. ARROW(S) INDICATE THE DIRECTION OF AIRFLOW.
2. FILTERS ARE ACCESSED THROUGH THE BOTTOM OF UNIT.
3. CONTROL WIRES SHOULD ENTER CONTROL BOX THROUGH TOP FRONT KNOCKOUT.
4. POWER WIRES ARE TO ENTER CONTROL BOX THROUGH FRONT BOTTOM CONDUIT ENTRANCE KNOCKOUTS.
5. PIPING CONNECTIONS ARE 5/8" OD COPPER.
6. AUXILIARY DRAIN PAN CONN:
MAIN: 7/8" OD TUBE & CLAMP
SECONDARY: 3/8" ID TUBE
7. STANDARD ENDPocket WIDTH IS 8".



Dimensional Drawings - Fan Coil Air Conditioning Units

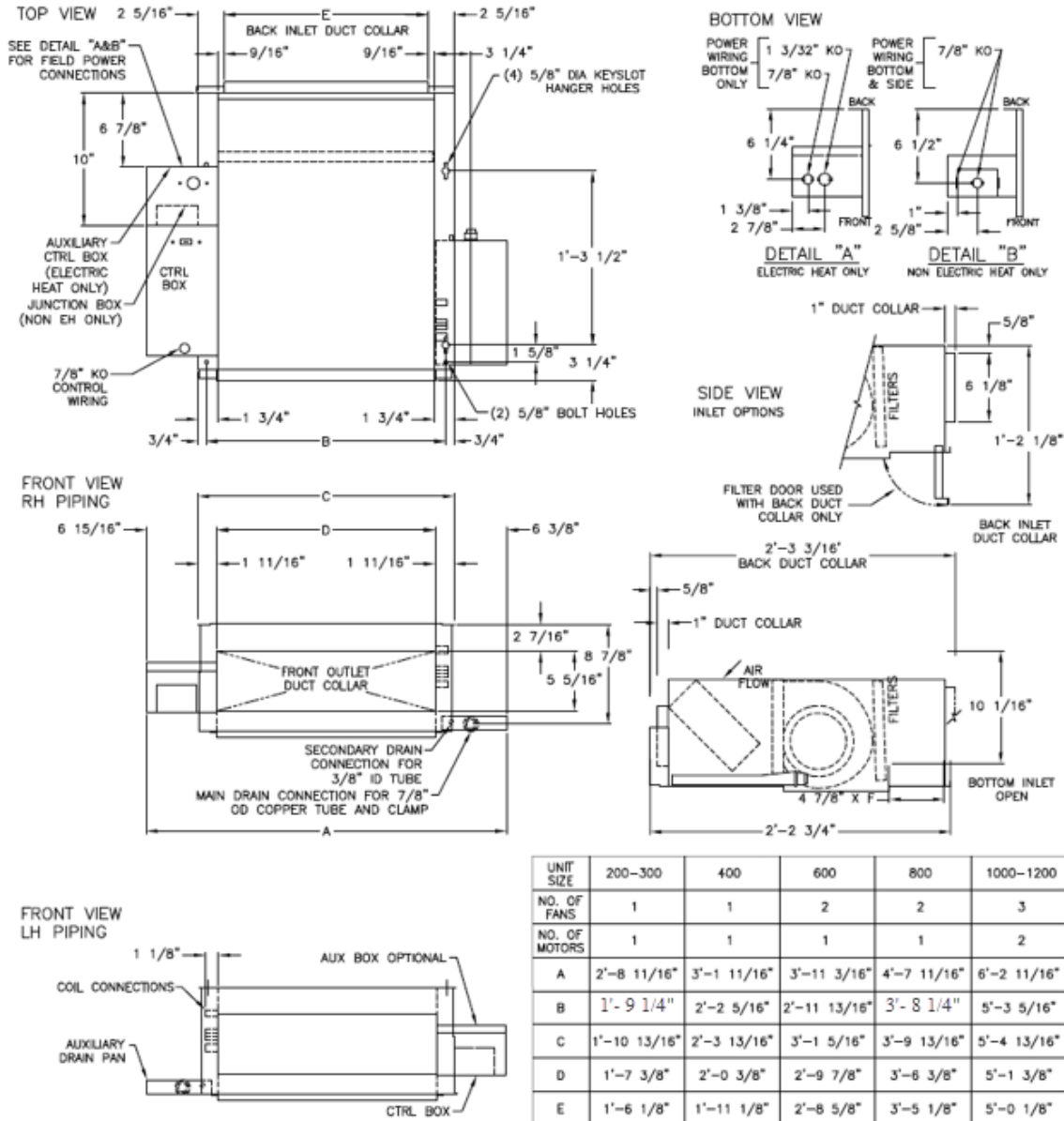
Item: A1 Qty: 2 Tag(s): UV-3



BIM VIEW

Dimensional Drawings - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3

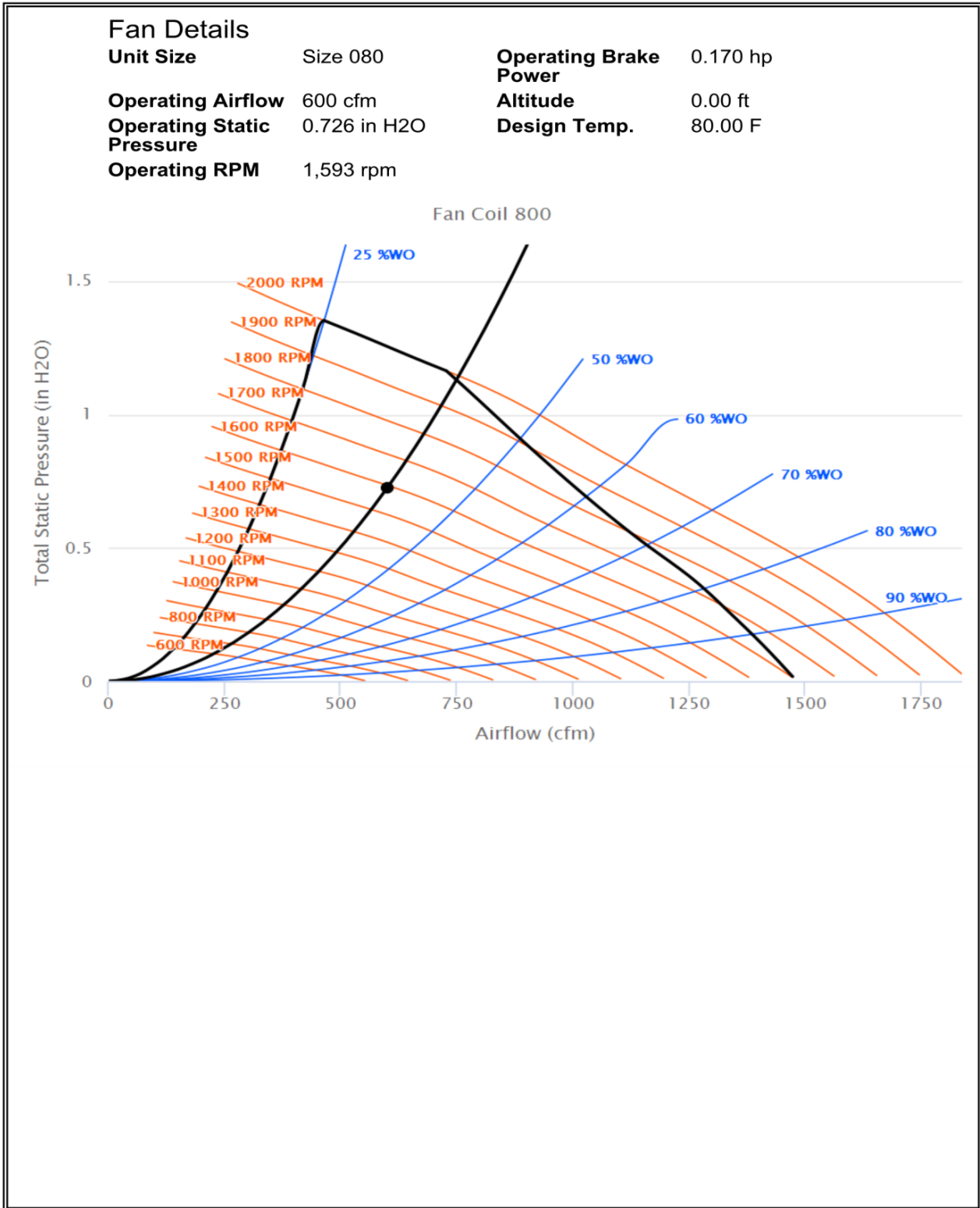


UNIT SIZE	200-300	400	600	800	1000-1200
NO. OF FANS	1	1	2	2	3
NO. OF MOTORS	1	1	1	1	2
A	2'-8 11/16"	3'-1 11/16"	3'-11 3/16"	4'-7 11/16"	6'-2 11/16"
B	1'-9 1/4"	2'-2 5/16"	2'-11 13/16"	3'-8 1/4"	5'-3 5/16"
C	1'-10 13/16"	2'-3 13/16"	3'-1 5/16"	3'-9 13/16"	5'-4 13/16"
D	1'-7 3/8"	2'-0 3/8"	2'-9 7/8"	3'-6 3/8"	5'-1 3/8"
E	1'-6 1/8"	1'-11 1/8"	2'-8 5/8"	3'-5 1/8"	5'-0 1/8"
F	1'-7 5/16"	2'-0 5/16"	2'-9 13/16"	3'-6 5/16"	5'-1 5/16"

- NOTE:
1. COIL CONNECTIONS ARE ALWAYS ON THE DRAIN PAN SIDE AND OPPOSITE THE CONTROL BOX.
 2. COIL CONNECTIONS ARE 5/8" O.D. SWEAT. SEE PAGES XXXXX FOR LOCATIONS.
 3. ALL DUCT COLLAR DIMENSIONS ARE TO THE OUTSIDE OF THE COLLAR.
 4. SEE PAGES XXXXXX FOR DIMENSIONS FOR OUTSIDE AIR OPENINGS.

Fan Curve - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3



Accessory - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

Table 1. UniTrane® Fan-Coil general data

Unit Size	02	03	04	06	08	10	12
Coil Data							
Face Area—ft ² (cm ²)	0.8 (743)	0.8 (743)	1.1 (1020)	1.6 (1490)	2.1 (1950)	3.2 (2970)	3.2 (2970)
L x D x H—in. (cm)							
2-Row	15 x 1.7 x 8 (38 x 4 x 20)	15 x 1.7 x 8 (38 x 4 x 20)	20 x 1.7 x 8 (51 x 4 x 20)	29.5 x 1.7 x 8 (75 x 4 x 20)	38 x 1.7 x 8 (97 x 4 x 20)	57 x 1.7 x 8 (145 x 4 x 20)	57 x 1.7 x 8 (145 x 4 x 20)
3-Row	15 x 2.6 x 8 (38 x 7 x 20)	15 x 2.6 x 8 (38 x 7 x 20)	20 x 2.6 x 8 (51 x 7 x 20)	29.5 x 2.6 x 8 (75 x 7 x 20)	38 x 2.6 x 8 (97 x 7 x 20)	57 x 2.6 x 8 (145 x 7 x 20)	57 x 2.6 x 8 (145 x 7 x 20)
4-Row	15 x 3.5 x 8 (38 x 9 x 20)	15 x 3.5 x 8 (38 x 9 x 20)	20 x 3.5 x 8 (51 x 9 x 20)	29.5 x 3.5 x 8 (75 x 9 x 20)	38 x 3.5 x 8 (97 x 9 x 20)	57 x 3.5 x 8 (145 x 9 x 20)	57 x 3.5 x 8 (145 x 9 x 20)
Volume—gal (L)							
1-Row (Heat)	0.06 (0.23)	0.06 (0.23)	0.08 (0.30)	0.11 (0.42)	0.14 (0.53)	0.21 (0.79)	0.21 (0.79)
2-Row	0.12 (0.45)	0.12 (0.45)	0.15 (0.57)	0.22 (0.83)	0.28 (1.06)	0.42 (1.59)	0.42 (1.59)
3-Row	0.18 (0.68)	0.18 (0.68)	0.23 (0.87)	0.33 (1.25)	0.42 (1.59)	0.62 (2.35)	0.62 (2.35)
4-Row	0.24 (0.91)	0.24 (0.91)	0.30 (1.14)	0.44 (1.67)	0.56 (2.12)	0.83 (3.14)	0.83 (3.14)
Fins/ft (cm)							
2-Row	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)
3-Row	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)
4-Row	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)	144 (4.7)
Reheat Coil Data (1-Row)							
Hot Water or Steam							
Face Area—ft ² (cm ²)	0.6 (557)	0.6 (557)	0.8 (743)	1.2 (1120)	1.6 (1490)	2.4 (2230)	2.4 (2230)
L x D x H—in. (cm)	15 x 1.5 x 6 (38 x 4 x 15)	15 x 1.5 x 6 (38 x 4 x 15)	20 x 1.5 x 6 (51 x 4 x 15)	29.5 x 1.5 x 6 (75 x 4 x 15)	38 x 1.5 x 6 (97 x 4 x 15)	57 x 1.5 x 6 (145 x 4 x 15)	57 x 1.5 x 6 (145 x 4 x 15)
Volume—gal (L)	0.12 (0.45)	0.12 (0.45)	0.15 (0.57)	0.22 (0.83)	0.28 (1.06)	0.42 (1.59)	0.42 (1.59)
Fins/ft (cm)	48 (1.6)	48 (1.6)	48 (1.6)	48 (1.6)	48 (1.6)	48 (1.6)	48 (1.6)
Fan/Motor Data							
Fan Quantity	1	1	1	2	2	3	3
Size—Dia" x Width" (cm)	6.31 x 4 (16 x 10)	6.31 x 6.5 (16 x 17)	6.31 x 7.5 (16 x 19)	6.31 x 6.5 (16 x 17)	6.31 x 7.5 (16 x 19)	(1) 6.31 x 7.5 (16 x 19)	6.31 x 7.5 (16 x 19)
Size—Dia" x Width" (cm)						(2) 6.31x6.5 (16 x 6.5)	
Motor Quantity	1	1	1	1	1	2	2
Filter Data							
1" (cm) TA and PL Media							
Quantity	1	1	1	1	1	1	1
Size—in. (cm)	8-7/8 x 19-1/8 (23 x 49)	8-7/8 x 19-1/8 (23 x 49)	8-7/8 x 24-1/8 (23 x 61)	8-7/8 x 33-5/8 (23 x 85)	8-7/8 x 42-1/8 (23 x 107)	8-7/8 x 61-1/8 (23 x 155)	8-7/8 x 61-1/8 (23 x 155)
1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening)							
Quantity	1	1	1	1	1	1	1
Size—in. (cm)	5-1/2 x 19-1/8 (14 x 49)	5-1/2 x 19-1/8 (14 x 49)	5-1/2 x 24-1/8 (14 x 61)	5-1/2 x 33-5/8 (14 x 85)	5-1/2 x 42-1/8 (14 x 107)	5-1/2 x 61-1/8 (14 x 156)	5-1/2 x 61-1/8 (14 x 156)

Accessory - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3

MOTOR INFORMATION

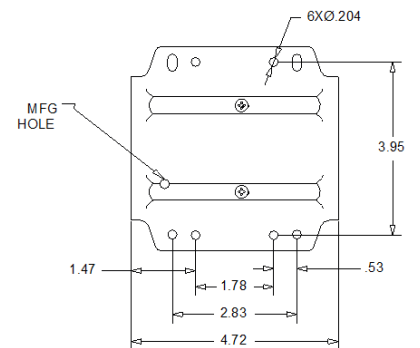
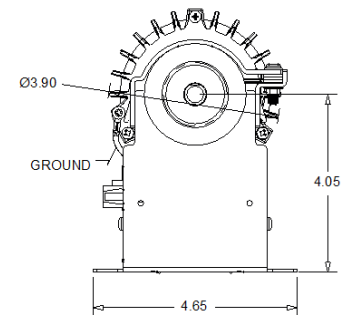
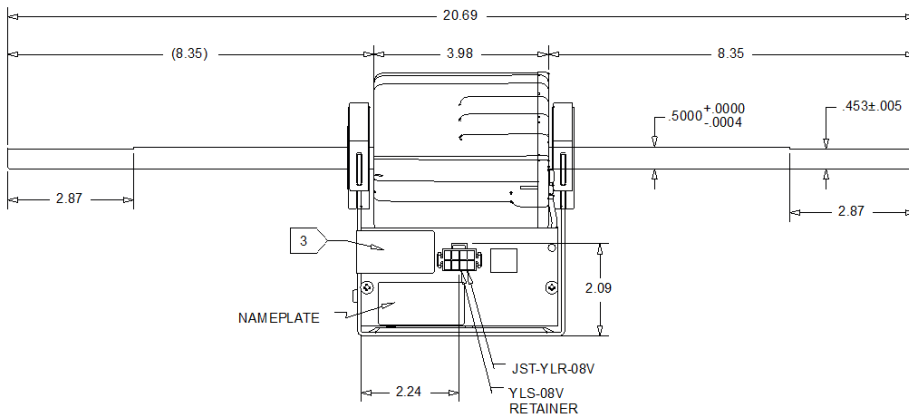
DRIVER FUNCTION:

1. RPM Output
Connect COM of driver wire with DC+5V, and FG serially connect 470 to GND. When motor rotates, continuously pulse signal can be obtained by measuring FG signal wire. One rotation has 12 pulse signals, and each pulse is 0.9ms.
2. RPM Control
Connect COM of driver wire with DC+5V, and input PWM signal to VSP (Low motion). RPM control by adjusting PWM output

3. Barcode required per ES3609004 Format Code 128. Include part number and revision on barcode.

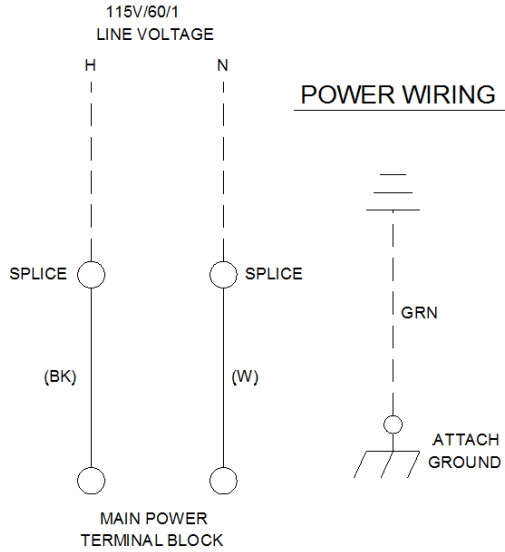
X70371318

EXT	VOLT (AC)	POLE (P)	CLASS	COLOR	RATED POWER	RATED SPEED	ROATION	Vendor Part Number	
010	115/230 HZ	10 % 50/60	8	A	Green	180W	1580 RPM	CW	HMF259S01
020	277	10 % 50/60 HZ	8	A	Green	180W	1580 RPM	CW	HMF258S04
030	115/230 HZ	10 % 50/60	8	A	Green	160W	1550 RPM	CW	HMF256S04



Operating Point	PWM In	RPM	TORQUE	PWR Input
Off	<19 %	000	0.00	2W +/- 5 %
Min. Constant Power	TBD	610	19.43	TBD +/- 5 %
Max. Constant Power	TBD	1530	159.00	TBD +/- 5 %

Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3



NOTES:

1. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.
2. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND / OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. SOLID LINES INDICATE WIRING BY TRANE COMPANY.
3. ALL FIELD POWER AND CONTROL WIRING SHOULD HAVE AN INSULATION RATING GREATER THAN OR EQUAL TO THE UNIT VOLTAGE RATING.
4. LINE VOLTAGE CONNECTIONS ARE TO BE SPICED TO WIRES OR CONNECTED TO TERMINAL BLOCK INSIDE OF UNIT CONTROL BOX.

MCA: 3.88 A

MFS: 15.00 A

NOTICE

USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
 LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.
 FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO

¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
 LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
 NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

WARNING

HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK-OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.
 FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

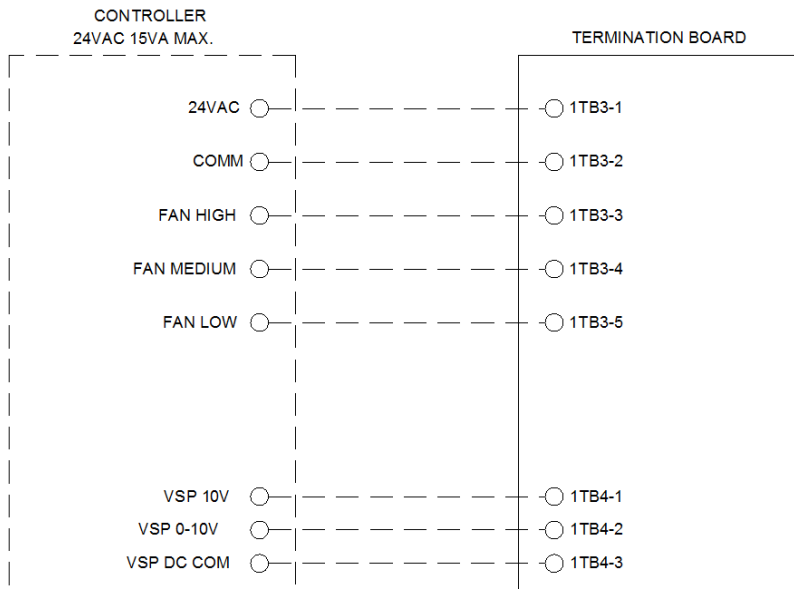
AVERTISSEMENT

TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIRE LES SECTIONNEURS À DISTANCE. PLUS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DE SÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE RÉFÉRER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.
 NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA

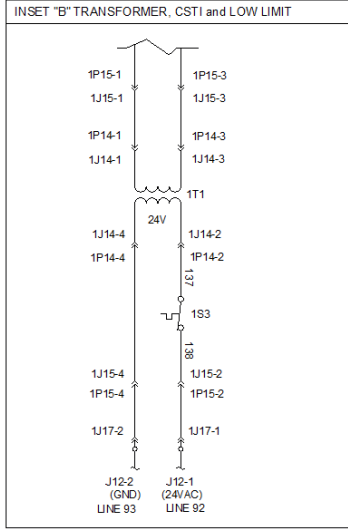
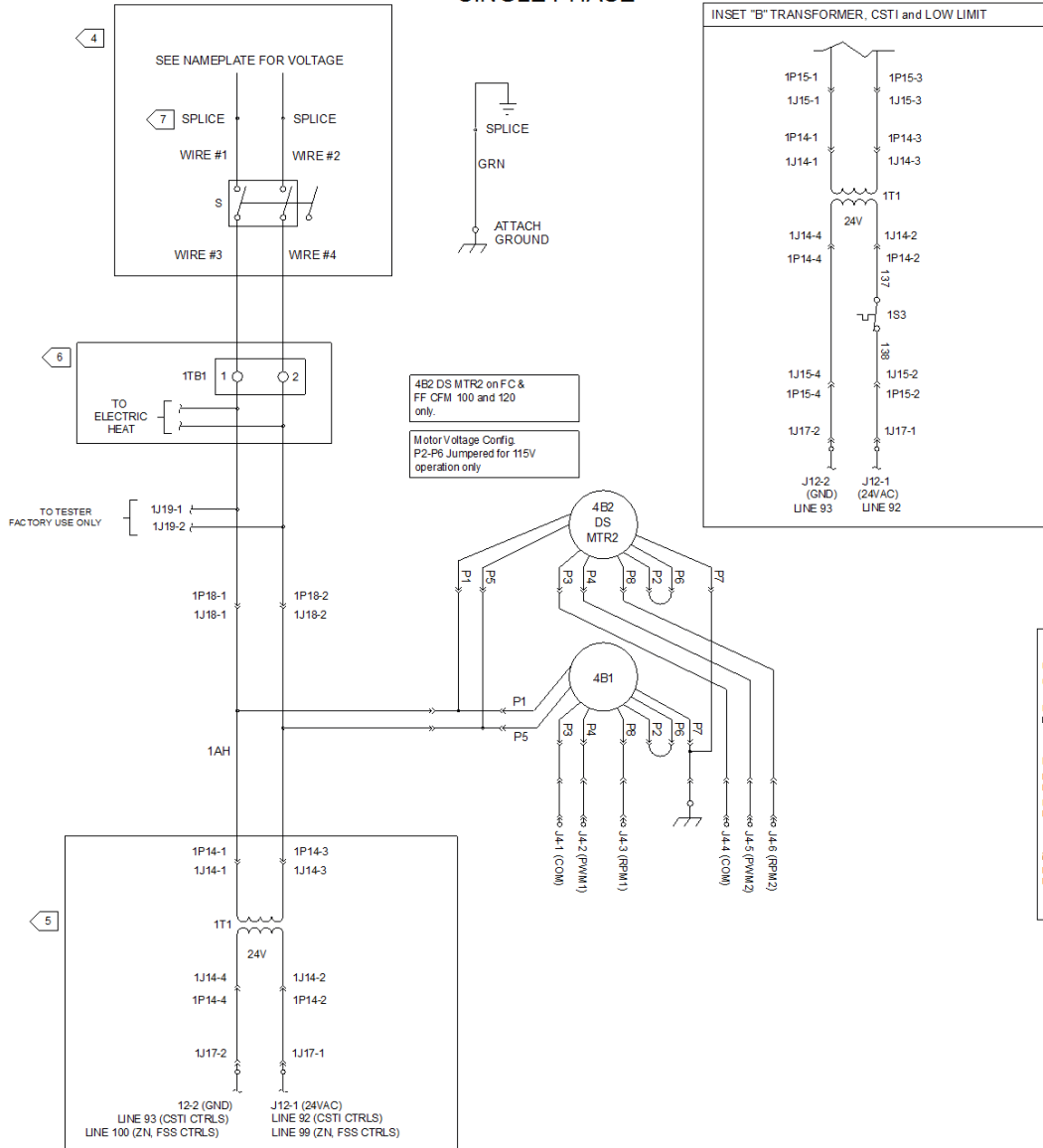
¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CERRRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.
 EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

CONTROL WIRING



Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

SINGLE PHASE



WARNING
 HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
 TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS A DISTANCE. PLUS SUIVRE LES PROCEDURES DE VERROUILLAGE ET DES ETIQUETTES AVANT TOUTE INTERVENTION. VERIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DECHARGES. DANS LE CAS D'UNITES COMPORTANT DES ENTRAINEMENTS A VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAINEMENT POUR DECHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRECAUTION PEUT ENTRAENER DES BLESSURES GRAVES POUVANT ETRE MORTELLES.

ADVERTENCIA
 ¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGIA ELECTRICA INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGURESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON VEJ. DE DIRECCION DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRIA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

NOTICE
 USE COPPER CONDUCTORS. UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS. FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS
 N'UTILISER QUE DES CONDUCTEURS EN CUIVRE! LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS. FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO
 ¡UTILICE ÚNICAMENTE CONDUCTORES DE CUPRO! LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES. NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

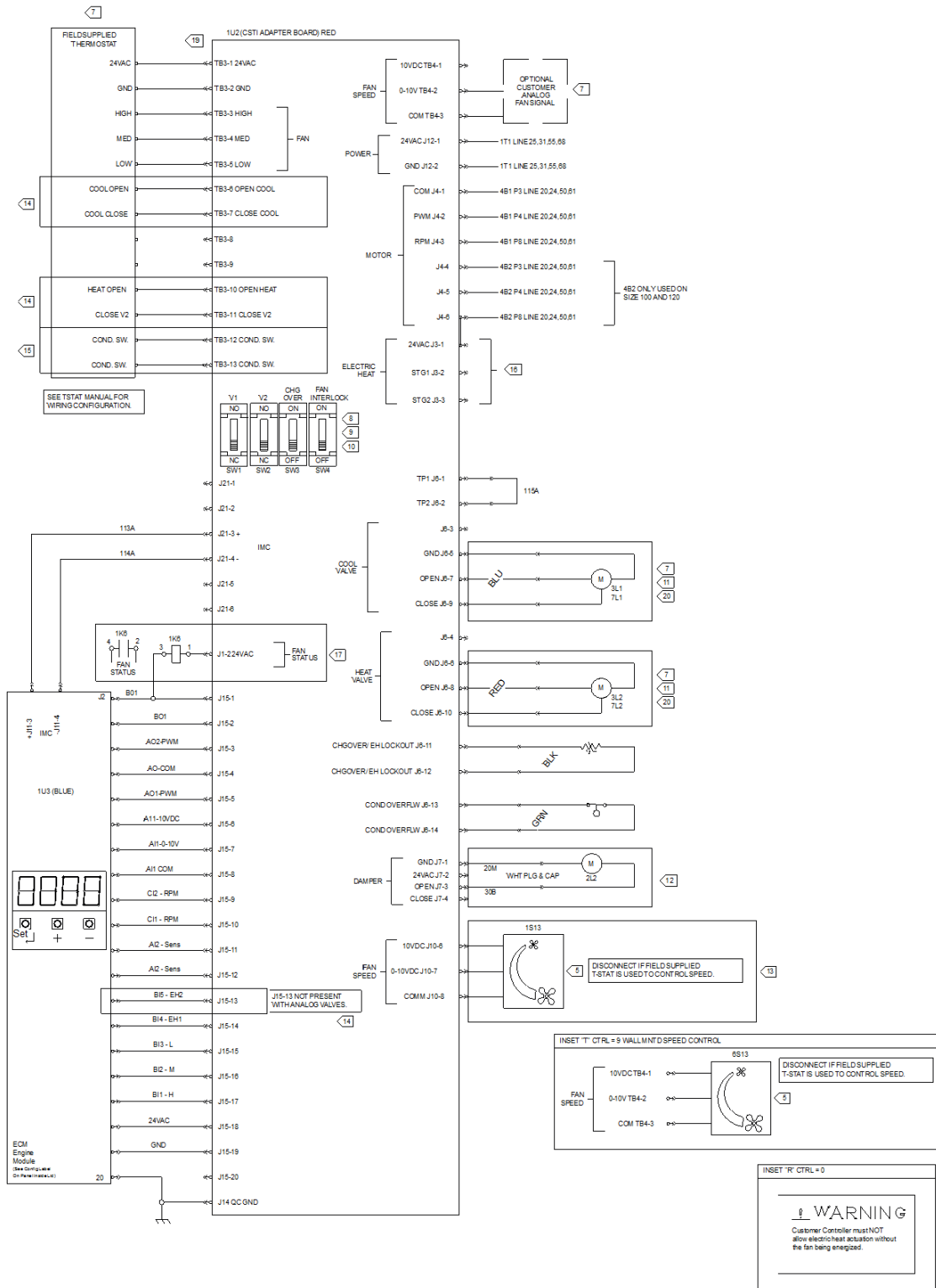
DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	CONTROL PANEL
2	CONTROL END
3	PIPING END
4	FAN SECTION
5	COIL SECTION
6	CUSTOMER INSTALLED
7	FIELD SUPPLIED DEVICE

LEGEND		
DEVICE DESIGNATION	DESCRIPTION	LINE NUMBER
1S1	DISCONNECT SWITCH	14
1TB1	EH TERMINAL BLOCK	20
4B2	MOTOR 2	24
4B1	MOTOR 1	29
1S3	CSTI LOW LIMIT SENSOR	35
1T1	TRANSFORMER	31.37

VOLTAGE SELECTION				
DESCRIPTION	WIRE #1	WIRE #2	WIRE #3	WIRE #4
115V/60HZ/1PH	L1/BLK	N/WHT	1AA/BLK	2AA/WHT
208V/60HZ/1PH	L1/BLK	L2/BLK	1AA/BLK	2AC/BLK
277V/60HZ/1PH	L1/BLK	N/WHT	1AA/BLK	2AA/WHT
230V/60HZ/1PH	L1/BLK	L2/BLK	1AA/BLK	2AC/BLK
220-240/50/1	L1/BLK	N/WHT	1AA/BLK	2AA/WHT

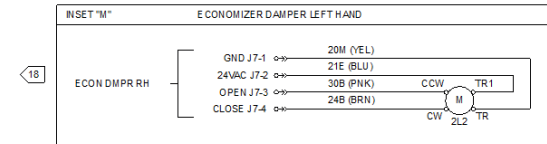
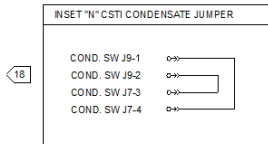
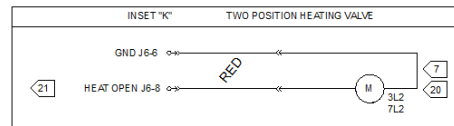
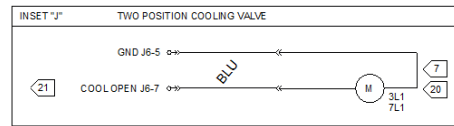
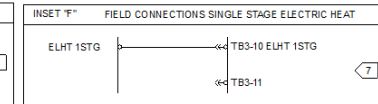
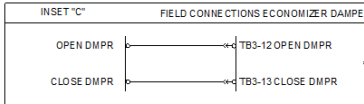
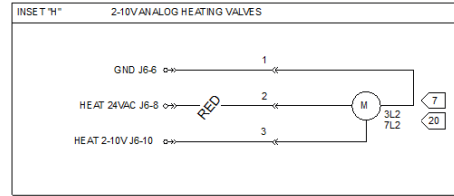
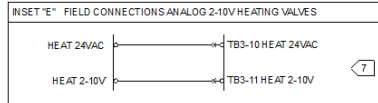
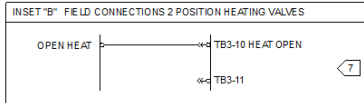
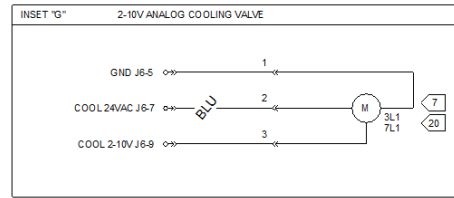
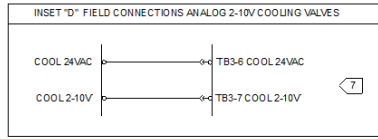
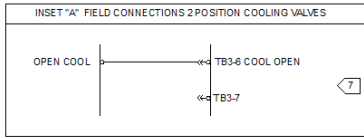
- NOTES:
- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50 % RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRADE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC) STATE AND LOCAL REQUIREMENTS.
- 5 WIRING SHOWN IS FOR UNITS WHEN CONTROL TYPES WITH NO FAULT SENSORS. SEE INSET 'B' FOR UNITS WHEN CSTI IS WITH LOW LIMIT SENSORS.
- 6 1TB1 ONLY PRESENT IF UNIT HAS ELECTRIC HEAT. ADDITIONAL ELECTRIC HEAT WIRING SHOWN ON SHEETS 23114699 THRU 23114714.
- 7 SPLICE END LOCATED IN JUNCTION BOX.
- 4 WIRING SHOWN IS FOR UNITS WITH DISCONNECT SWITCH. UNITS WITHOUT DISCONNECT SWITCH OMIT SWITCH AND REPLACE WITH SPLICE.

Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3



Field Wiring - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3



NOTES (SHEET TWO):

- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50% RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINED ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRADE.
 - NUMBERS ALONG THE LEFT SIDE OF SCHEMATIC DESIGNATE THE LOCATION OF COMPONENTS BY LINE NUMBER.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS. ALL FIELD WIRING MUST HAVE AN INSULATION VOLTAGE RATING THAT EQUALS OR EXCEEDS UNIT RATED VOLTAGE.
 - VALVE ACTUATOR POWER CONSUMPTION IS 4 WATTS MAXIMUM @ 24 VAC (DURING VALVE POSITION CHANGE).
- 7 USE CLASS 2 WIRING.

- SW1 AND SW2 ARE SHOWN IN THE NC POSITION. SW1 AND SW2 ARE IN THE NC POSITION WHEN VALVES ARE NORMALLY CLOSED OR MODULATING. SW1 AND/OR SW2 ARE IN THE NO POSITION WHEN VALVES ARE NORMALLY OPEN. SW1 IS MAIN VALVE (COOLING) AND SW2 IS AUX VALVE (HEATING) FOR FANCOIL AND LOWBOY. SW2 IS MAIN VALVE (HEATING) FOR FF.
- SW3 IS SHOWN IN THE OFF POSITION. SW3 IS TURNED ON WHEN CHANGE OVER COILS ARE SELECTED.
- SW4 IS SHOWN IN THE OFF POSITION. SW4 IS TURNED ON WHEN UNIT HAS ELECTRIC HEAT.
- WIRING SHOWN IS FOR MODULATING VALVES. SEE INSETS "G" AND "H" FOR 2-10V ANALOG VALVE WIRING. SEE INSETS "J" AND "K" FOR 2-POSITION VALVE WIRING. FIELD SUPPLIED ACTUATOR UTILIZES THE SAME CONNECTION POINTS AS FACTORY WIRING.
- WIRING SHOWN IS FOR TWO POSITION DAMPER. SEE INSET "M" FOR ECONOMIZER DAMPER WIRING. SEE INSET "N" FOR CONDENSATE OVERFLOW WIRING.
- WIRING SHOWN IS FOR UNIT MOUNTED VARIABLE SPEED CONTROL (CTRL=0). SEE INSET "R" FOR WALL MOUNTED VARIABLE SPEED CONTROL WIRING (CTRL=9).

- FIELD CONNECTIONS SHOWN ON TB3-6, TB3-7, TB3-10 AND TB3-11 ARE FOR UNITS WITH MODULATING VALVES. SEE INSETS "A" AND "B" FOR TWO POSITION VALVE WIRING. SEE INSETS "D" AND "E" FOR ANALOG VALVES. FIELD SUPPLIED ACTUATOR UTILIZES THE SAME CONNECTION POINTS AS FACTORY WIRING. SEE INSET "F" FOR SINGLE STAGE ELECTRIC HEAT FIELD WIRING.
- FIELD CONNECTIONS SHOWN ON TB3-12 AND TB3-13 ARE FOR UNITS WITH CONDENSATE OVERFLOW. SEE INSET "C" FOR ECONOMIZER DAMPER WIRING.
- ELECTRIC HEAT WIRING SHOWN ON SHEETS 23114699 THRU 23114714.
- WIRING SHOWN IS FOR CSTI WITH FAN STATUS (CTYP = N).
- OPTION NOT AVAILABLE ON LOW VERTICAL (MOD=L,K,L).
- 24V OUTPUT IS RATED 15VA.
- FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.
- VALVES SHOWN IN NORMALLY CLOSED POSITION. FOR NORMALLY OPEN POSITION, THE VALVE SIGNAL BECOMES CLOSE.

DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	CONTROL PANEL
2	CONTROL END
3	PIPING END
4	FAN SECTION
5	COIL SECTION
6	CUSTOMER INSTALLED
7	FIELD SUPPLIED DEVICE

LEGEND		
DEVICE DESIGNATION	DESCRIPTION	LINE NUMBER
1U2	CSTI ADAPTER BOARD	88
1U3	ECON ENGINE BOARD	114
3L1	COOLING/ CHANGE OVER VALVE	87,100,110
7L1	COOLING/ CHANGE OVER VALVE	87,100,110
3L2	HEATING COIL VALVE	94,103,114
7L2	HEATING COIL VALVE	94,103,114
2L2	ECON DAMPER ACTUATOR	119
2L2	DAMPER ACTUATOR	121
1K6	CSTI FAN STATUS RELAY	111,112
3RT1	AUTO CHG TEMP SENSOR	116
3S8	CONDENSATE OVERFLOW	118
1S13	CSTI UNIT MNTD FAN SWITCH	124
6S13	CSTI WALL MNTD FAN SWITCH	124

Tag Data - Horizontal Unit Ventilators (Qty: 50)

Item	Tag(s)	Qty	Description	Model Number
B1	UV-7	8	Horizontal Unit Ventilator (HUVA)	HUVC0751AAEDKC80005G311032A00000000
B2	UV-10	6	Horizontal Unit Ventilator (HUVA)	HUVC1001AAEDKC80005G311032A00000000
B3	UV-12	13	Horizontal Unit Ventilator (HUVA)	HUVC1251AAEDKC80005G311032A00000000
B4	UV-15	23	Horizontal Unit Ventilator (HUVA)	HUVC1501AAEDKC80005G311032A00000000

Fresh air back, return air bottom, ducted supply
 120 volt/60 hertz/1 phase power supply
 CSTI (24v low voltage terminal strip interface)
 Factory hinged access panel w/ safety chain
 OA/RA damper with actuator provided and installed by others
 Unit mounted variable speed control
 Fresh air ducted upper back
 Return air bar grille bottom mounted (Field Installed)
 Supply duct collar discharge 3/4" to top
 Recess flanges
 1" MERV 13 filter (no extra sets)
 Baked enamel finish in Cameo White
 Non fused toggle

Warranties Included

2 Year Parts & Labor Warranty

Notes:

- **Supply air data based on high static fan speed – air flow adjustments can be made at LED unit controller.**

Product Report - Horizontal Unit Ventilators
Item: B1 Qty: 8 Tag(s): UV-7

Horizontal Unit Ventilator

Unit Overview - HUVC0751AAEDKC80005G311032A00000000

Unit Configuration	Elevation	Rated dry coil airflow	Unit Size
Horizontal unit ventilator	0.00 ft	659 cfm	750

Unit Features

Inlet Arrangement	Fresh air back, return air duct bottom
Discharge Arrangement	Duct collar discharge 3/4" to top
Filter Type	1" MERV 13 filter
Cabinet Color	Cameo white



Motor/Electrical Information

Unit Voltage	120v/60hz/1ph	Min Circuit Ampacity	15.00 A
ESP	0.200 in H2O	Motor FLA + Elec Ht Amps	12.00 A
Motor Type	High Static ECM	Actual Motor Speed	1330 rpm
Motor Speed	Hi-Speed	Actual Motor Power	1.000 hp
Motor Power	198.0 W		

Coil Information

Cooling Type	Hydronic		
Heating Type	Steam		
Cooling Coil configuration	1 Row steam with 3 Row CW coil		
Coil Performance - Cooling			
Total Capacity	16.78 MBh	Entering Fluid Temp	45.00 F
Sensible Capacity	13.82 MBh	Leaving Fluid Temp	52.12 F
Entering Dry Bulb	80.00 F	Fluid Pressure Drop	2.18 ft H2O
Entering Wet Bulb	65.00 F	Fluid Flow Rate	4.70 gpm
Leaving Dry Bulb	58.80 F	Fluid Delta T	7.12 F
Leaving Wet Bulb	55.92 F		
Coil Performance - Heating			
Total Capacity	57.24 MBh	Steam Pressure	2.00 psig
Entering Air Temp	60.00 F		
Leaving Air Temp	144.12 F		

Controls, Sensors, and Valves

Control Type	CSTI
Zone Sensor Location	Unit mounted variable speed control

Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Total Sound	66 dB	67 dB	61 dB	60 dB	56 dB	53 dB	48 dB	41 dB
Total Sound	71 dB							

Product Report - Horizontal Unit Ventilators
Item: B2 Qty: 6 Tag(s): UV-10

Horizontal Unit Ventilator

Unit Overview - HUVC1001AAEDKC80005G311032A00000000

Unit Configuration	Elevation	Rated dry coil airflow	Unit Size
Horizontal unit ventilator	0.00 ft	939 cfm	1000

Unit Features

Inlet Arrangement	Fresh air back, return air duct bottom
Discharge Arrangement	Duct collar discharge 3/4" to top
Filter Type	1" MERV 13 filter
Cabinet Color	Cameo white



Motor/Electrical Information

Unit Voltage	120v/60hz/1ph	Min Circuit Ampacity	15.00 A
ESP	0.200 in H2O	Motor FLA + Elec Ht Amps	12.00 A
Motor Type	High Static ECM	Actual Motor Speed	1330 rpm
Motor Speed	Hi-Speed	Actual Motor Power	1.000 hp
Motor Power	287.0 W		

Coil Information

Cooling Type	Hydronic
Heating Type	Steam
Cooling Coil configuration	1 Row steam with 3 Row CW coil
Coil Performance - Cooling	
Total Capacity	24.59 MBh
Sensible Capacity	20.12 MBh
Entering Dry Bulb	80.00 F
Entering Wet Bulb	65.00 F
Leaving Dry Bulb	58.80 F
Leaving Wet Bulb	55.86 F
Entering Fluid Temp	45.00 F
Leaving Fluid Temp	52.77 F
Fluid Pressure Drop	4.35 ft H2O
Fluid Flow Rate	6.30 gpm
Fluid Delta T	7.77 F
Coil Performance - Heating	
Total Capacity	83.00 MBh
Entering Air Temp	60.00 F
Leaving Air Temp	145.48 F
Steam Pressure	2.00 psig

Controls, Sensors, and Valves

Control Type	CSTI
Zone Sensor Location	Unit mounted variable speed control

Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Total Sound	66 dB	67 dB	61 dB	60 dB	56 dB	52 dB	48 dB	41 dB
Total Sound	71 dB							

Product Report - Horizontal Unit Ventilators
Item: B3 Qty: 13 Tag(s): UV-12

Horizontal Unit Ventilator

Unit Overview - HUVC1251AAEDKC80005G311032A00000000

Unit Configuration	Elevation	Rated dry coil airflow	Unit Size
Horizontal unit ventilator	0.00 ft	1202 cfm	1250

Unit Features

Inlet Arrangement	Fresh air back, return air duct bottom
Discharge Arrangement	Duct collar discharge 3/4" to top
Filter Type	1" MERV 13 filter
Cabinet Color	Cameo white



Motor/Electrical Information

Unit Voltage	120v/60hz/1ph	Min Circuit Ampacity	15.00 A
ESP	0.200 in H2O	Motor FLA + Elec Ht Amps	12.05 A
Motor Type	High Static ECM	Actual Motor Speed	1330 rpm
Motor Speed	Hi-Speed	Actual Motor Power	1.000 hp
Motor Power	305.0 W		

Coil Information

Cooling Type	Hydronic
Heating Type	Steam
Cooling Coil configuration	1 Row steam with 3 Row CW coil
Coil Performance - Cooling	
Total Capacity	31.50 MBh
Sensible Capacity	25.95 MBh
Entering Dry Bulb	80.00 F
Entering Wet Bulb	65.00 F
Leaving Dry Bulb	58.99 F
Leaving Wet Bulb	55.91 F
Entering Fluid Temp	45.00 F
Leaving Fluid Temp	53.26 F
Fluid Pressure Drop	7.02 ft H2O
Fluid Flow Rate	7.60 gpm
Fluid Delta T	8.26 F
Coil Performance - Heating	
Total Capacity	98.41 MBh
Entering Air Temp	60.00 F
Leaving Air Temp	139.22 F
Steam Pressure	2.00 psig

Controls, Sensors, and Valves

Control Type	CSTI
Zone Sensor Location	Unit mounted variable speed control

Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Total Sound	70 dB	71 dB	65 dB	64 dB	60 dB	56 dB	51 dB	44 dB
Total Sound	75 dB							

Product Report - Horizontal Unit Ventilators
 Item: B4 Qty: 23 Tag(s): UV-15

Horizontal Unit Ventilator

Unit Overview - HUVC1501AAEDKC80005G311032A00000000

Unit Configuration	Elevation	Rated dry coil airflow	Unit Size
Horizontal unit ventilator	0.00 ft	1526 cfm	1500

Unit Features

Inlet Arrangement	Fresh air back, return air duct bottom
Discharge Arrangement	Duct collar discharge 3/4" to top
Filter Type	1" MERV 13 filter
Cabinet Color	Cameo white



Motor/Electrical Information

Unit Voltage	120v/60hz/1ph	Min Circuit Ampacity	15.00 A
ESP	0.200 in H2O	Motor FLA + Elec Ht Amps	12.00 A
Motor Type	High Static ECM	Actual Motor Speed	1330 rpm
Motor Speed	Hi-Speed	Actual Motor Power	1.000 hp
Motor Power	357.0 W		

Coil Information

Cooling Type	Hydronic	Fluid Type	Water
Heating Type	Steam		
Cooling Coil configuration	1 Row steam with 3 Row CW coil		
Coil Performance - Cooling			
Total Capacity	34.98 MBh	Entering Fluid Temp	45.00 F
Sensible Capacity	27.36 MBh	Leaving Fluid Temp	52.66 F
Entering Dry Bulb	80.00 F	Fluid Pressure Drop	10.99 ft H2O
Entering Wet Bulb	65.00 F	Fluid Flow Rate	9.10 gpm
Leaving Dry Bulb	57.97 F	Fluid Delta T	7.66 F
Leaving Wet Bulb	54.98 F		
Coil Performance - Heating			
Total Capacity	139.87 MBh	Steam Pressure	2.00 psig
Entering Air Temp	60.00 F		
Leaving Air Temp	148.63 F		

Controls, Sensors, and Valves

Control Type	CSTI
Zone Sensor Location	Unit mounted variable speed control

Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Total Sound	65 dB	68 dB	62 dB	60 dB	56 dB	52 dB	45 dB	38 dB
Total Sound	71 dB							

Mechanical Specifications - Horizontal Unit Ventilators**Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15****General**

The horizontal Unit Ventilator is a ceiling-hung air conditioner. The Horizontal unit can either be totally exposed, partially recessed or completely hidden. The unit is constructed of heavy gauge coated steel. Front panels are retained by Allen wrench operated tamper proof camlocks which open with minimum of 90 degrees of rotation. The end pockets provide easy field installation of valves, piping and controls. The unit has a pipe access opening in both end pockets and knockouts for piping and electrical connections. The fanboard assembly is a single, rigid assembly, and includes the fans, fan housing, bearings, fan shaft and motor. The fan motor is mounted on the fanboard. The fanboard is made of 14 gauge galvanized steel to resist corrosion. The drain pan is constructed of a non-corrosive material. It is positively sloped in all planes to assure proper drainage and is removable for cleaning.

Paint

Exterior cabinetry is constructed of heavy-gauge metal for strength and durability. All exposed edges are rounded to safeguard against injury. All interior sheet metal is coated steel to restrain against deterioration. All exterior surfaces are cleaned, phosphatized, rinsed and dried before application of final finish coat. The final finish is applied by an electrostatic powder spray system, minimum thickness of 1.5 mil which results in an appliance grade finish.

Cabinet Insulation

Cabinet insulation is 1/2" thick dual density bonded glass fiber. The exposed side is a high density erosion proof material suitable for use in airstreams up to 4500 feet per minute (FPM).

Hydronic Coils

All hydronic coils are plate-fin type mechanically bonded to tubes. The coils are hydrostatically tested to 350.00 psi and burst tested to 450.00 psi. The coils are rated in accordance with AHRI-840. A threaded drain plug is provided at the header's lowest point and a manual air vent provided at its highest point.

Steam Coils

The 5/8" design sigma-flow steam heating coil is a tube in tube steam distributing coil. Supply and return connections are on the same side and terminated with 1" female pipe connections. The steam coil is of 1 row design. The coil is pitched by the manufacturer to provide condensate drainage.

Electronically Commutated Motors (ECM)

All motors are brushless DC (BLDC) electronically commutated motors (ECM) factory programmed and run tested in assembled units. The motor controller is mounted in a control box with a built in integrated user interface and LED tachometer. If adjustments are needed, motor parameters can be adjusted through momentary contact switches accessible without factory service personnel on the motor control board. Motors will soft ramp between speeds to lessen the acoustics due to sudden speed changes. Motors can be operated at three speeds or at variable speed with factory supplied or field supplied controllers. The motor will choose the highest speed if there are simultaneous or conflicting speed requests. All motors have integral overload protection with a maximum ambient operating temperature of 104.0 F and use permanently sealed ball bearings. Motors can operate at plus or minus 10 percent of rated voltage on all speed settings.

Customer Supplied Terminal Interface (CSTI)

The customer supplied terminal interface (CSTI) is a pre-wired control offering of selected control components. This option is intended to be used with a field supplied low voltage thermostat or controller and field supplied temperature sensors. The control box contains a relay board which includes a line voltage to 24 volt transformer. Selected components are wired to a low voltage terminal block and are run tested, so only a power connection and thermostat/controller connection are needed to commission the unit.

Variable Speed Control

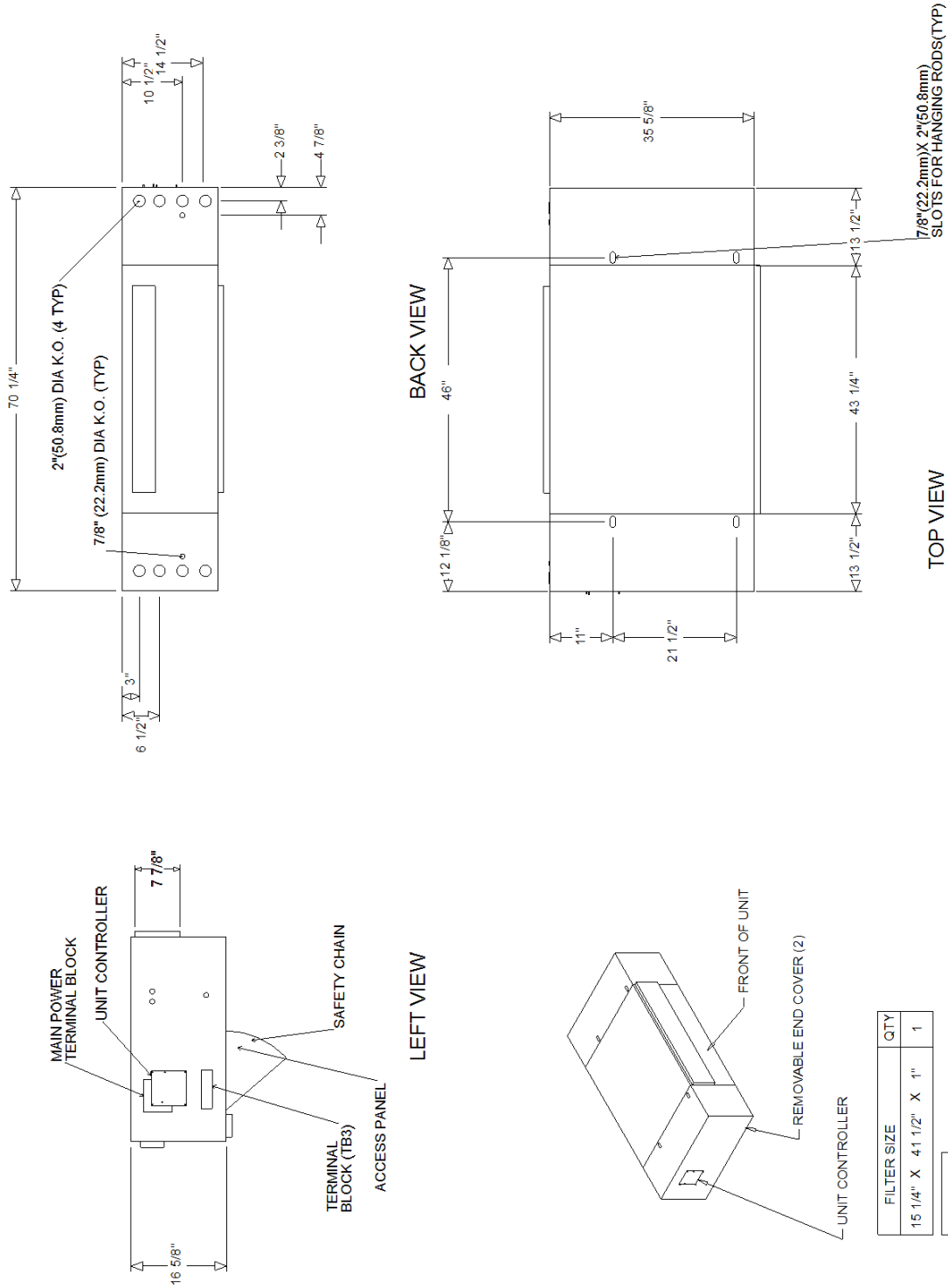
The Speed Control incorporates a 0-10VDC signal providing limitless control of the motor RPM between the factory set low and high speeds.

MERV13 Filters

All units are equipped with 1" MERV13 filters. The MERV13 filter has a rating based on ASHRAE Standard 52.2. The average dust spot efficiency is no less than 90 percent efficiency on 1-3 micron particles and greater than 90 percent efficiency on 3-10 micron particles when tested in accordance with ASHRAE Test Standard 52.2.

Dimensional Drawings - Horizontal Unit Ventilators

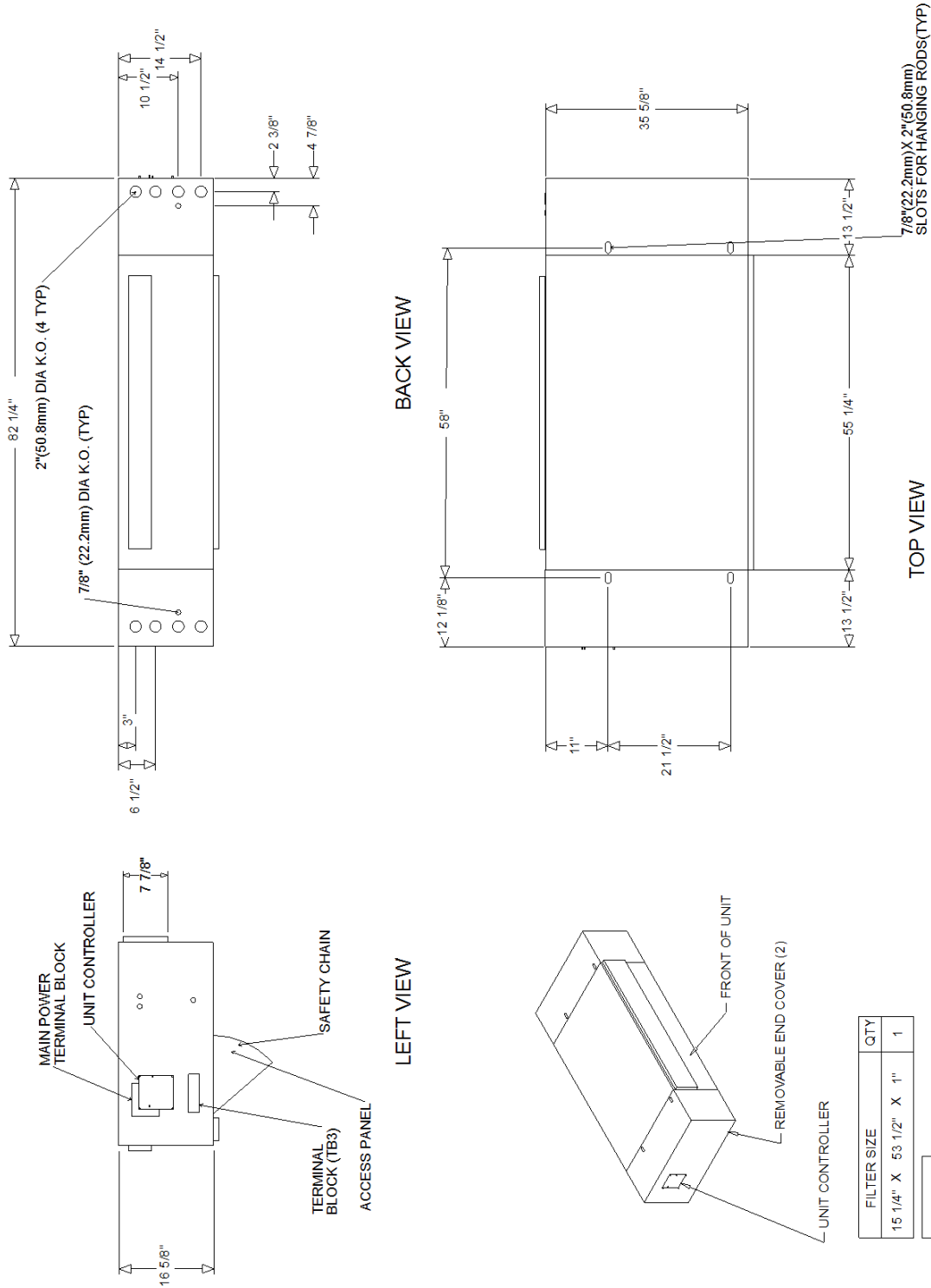
Item: B1 Qty: 8 Tag(s): UV-7



916 5/8"

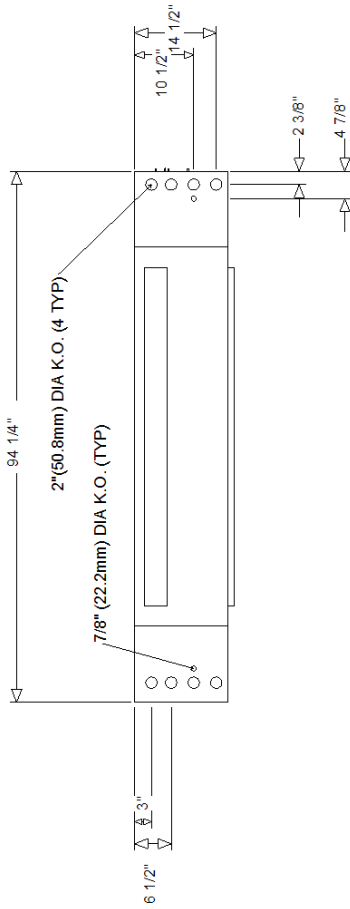
Dimensional Drawings - Horizontal Unit Ventilators

Item: B2 Qty: 6 Tag(s): UV-10

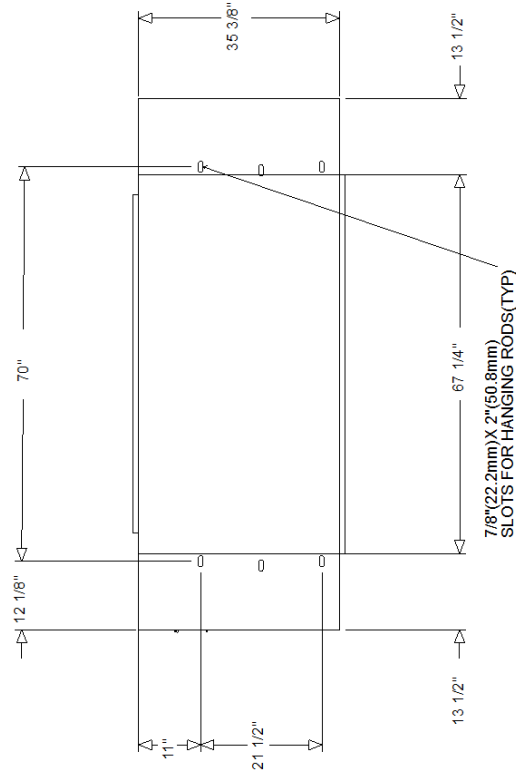


Dimensional Drawings - Horizontal Unit Ventilators

Item: B3 Qty: 13 Tag(s): UV-12

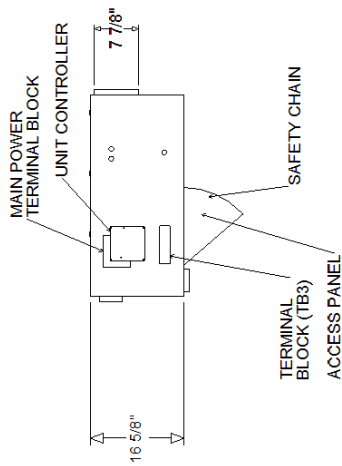


BACK VIEW

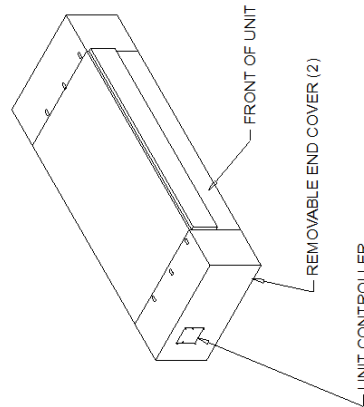


TOP VIEW

NOTE:
 KNOCKOUTS TO BE USED FOR PIPING, ELECTRICAL AND/OR DRAIN LINE CONNECTIONS. WHEN ELECTRIC HEAT IS PRESENT, ALL POWER CONNECTIONS ARE MADE IN RIGHT HAND END POCKET. ON ALL OTHER CONNECTIONS ARE MADE IN LEFT HAND END POCKET. UNIT LENGTH INCLUDES 5/8" FOR EACH END COVER.



LEFT VIEW

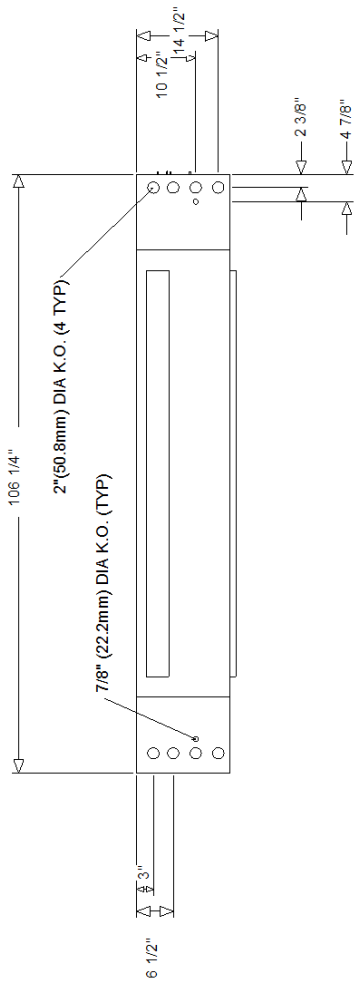


FILTER SIZE	QTY
15 1/4" X 65 1/2" X 1"	1

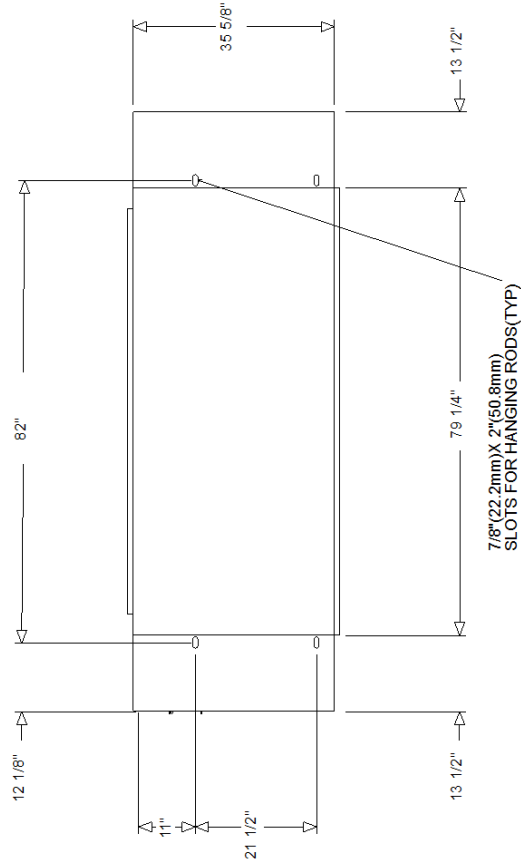
UNIT WEIGHT	435.0 lb
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WEIGHT INCLUDES PACKAGING. SUBTRACT APPROX. 10% FOR WEIGHT WITHOUT PACKAGING.

Dimensional Drawings - Horizontal Unit Ventilators
Item: B4 Qty: 23 Tag(s): UV-15

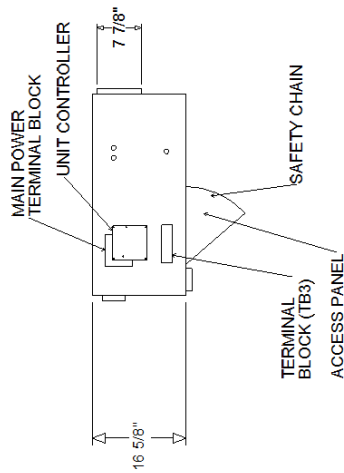


BACK VIEW

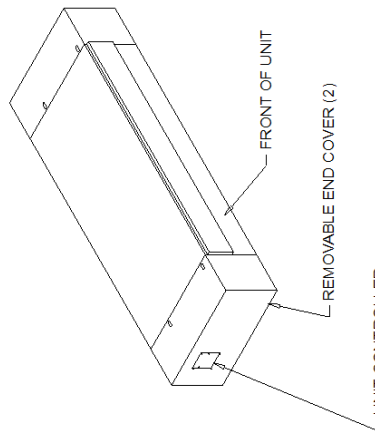


TOP VIEW

NOTE:
 KNOCKOUTS TO BE USED FOR PIPING, ELECTRICAL AND/OR DRAIN LINE CONNECTIONS. WHEN ELECTRIC HEAT IS PRESENT, ALL POWER CONNECTIONS ARE MADE IN RIGHT HAND END POCKET. ON ALL OTHER, CONNECTIONS ARE MADE IN LEFT HAND END POCKET. UNIT LENGTH INCLUDES 5/8" FOR EACH END COVER.



LEFT VIEW



FILTER SIZE	QTY
15 1/4" X 77 1/2" X 1"	1

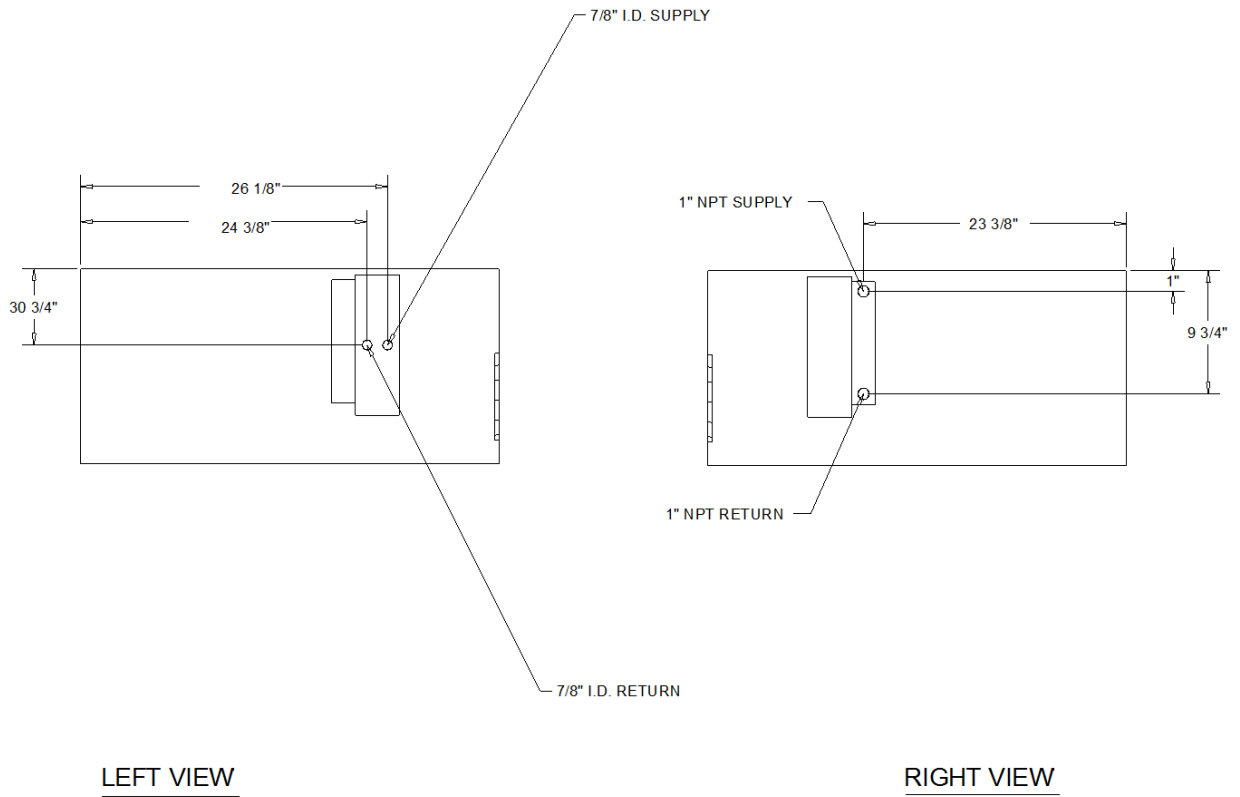
UNIT WEIGHT	500.0 lb
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WEIGHT INCLUDES PACKAGING. SUBTRACT APPROX. 10% FOR WEIGHT WITHOUT PACKAGING.

Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

LH 4-PIPE COIL CONNECTION

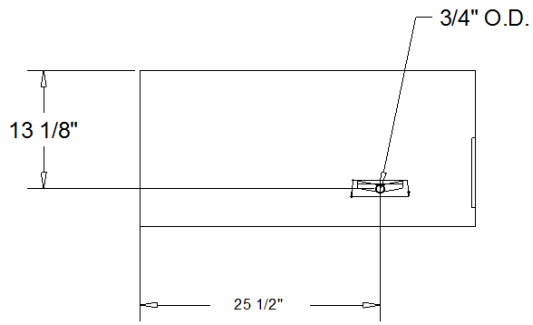


NOTE:
SUPPLY & RETURN STUBOUTS EXTEND
INTO END POCKET 4"[102mm].

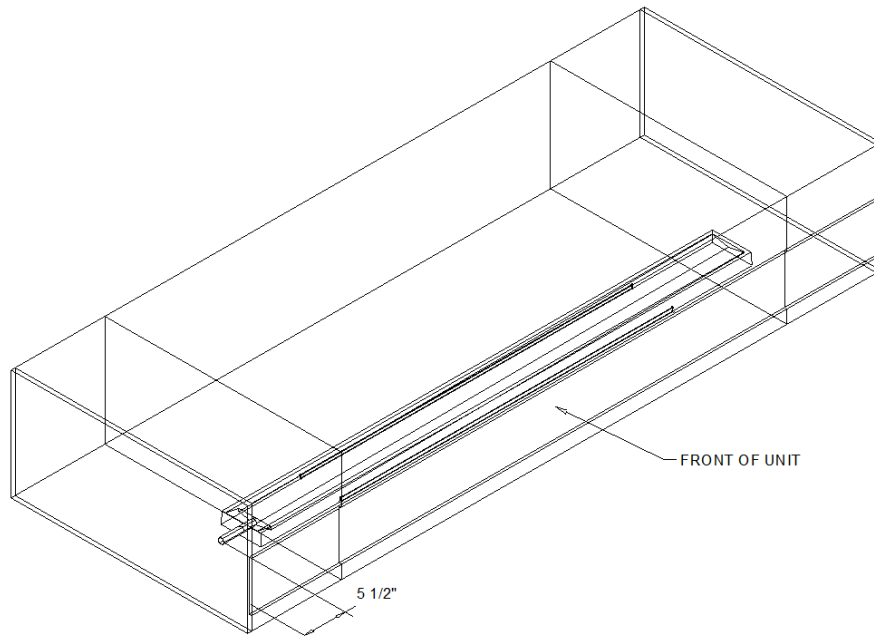
Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

DRAIN PAN CONNECTION

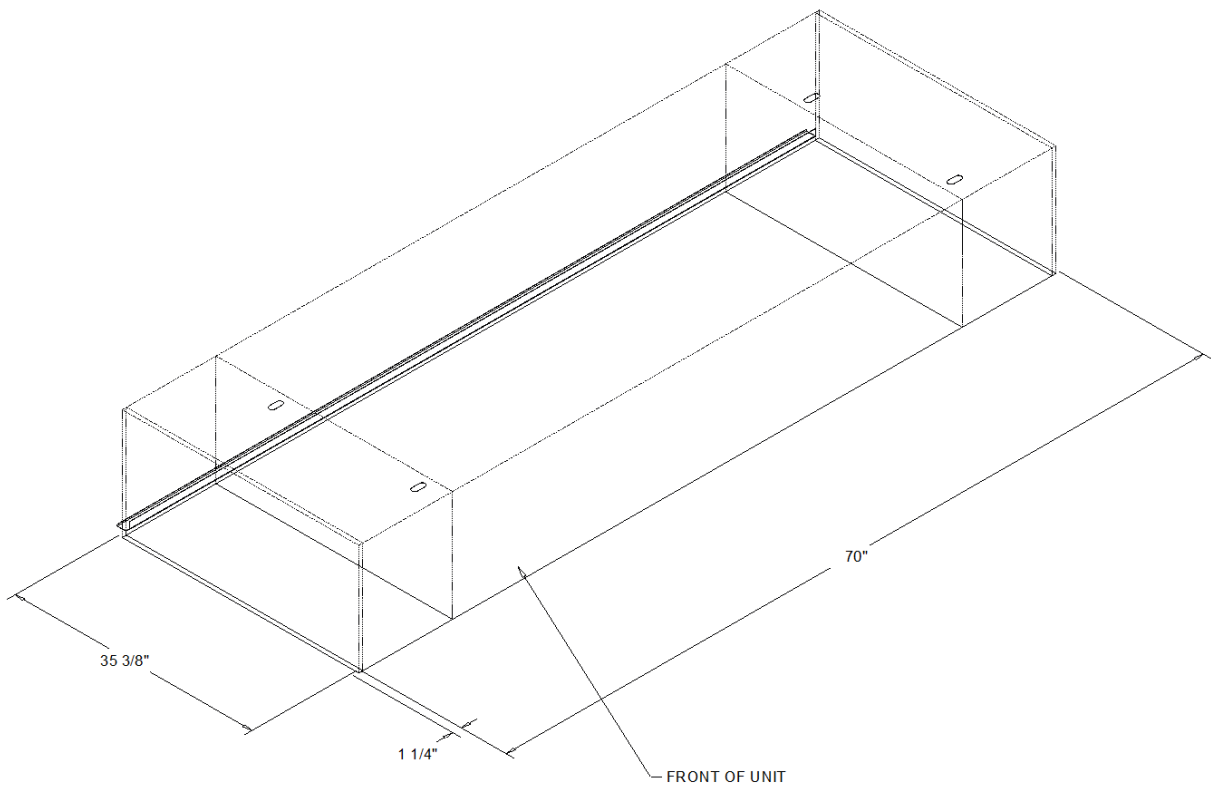
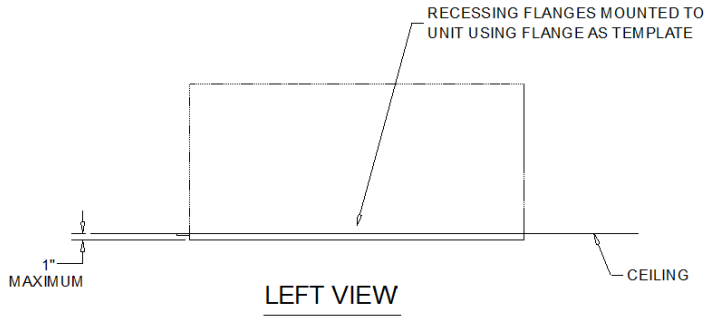


LEFT VIEW



Accessory - Horizontal Unit Ventilators

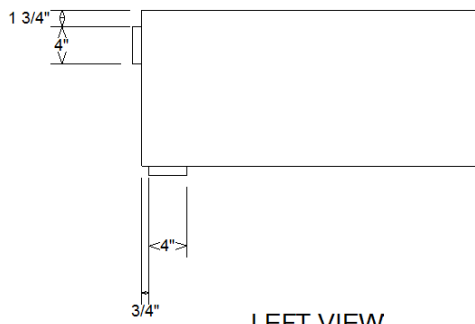
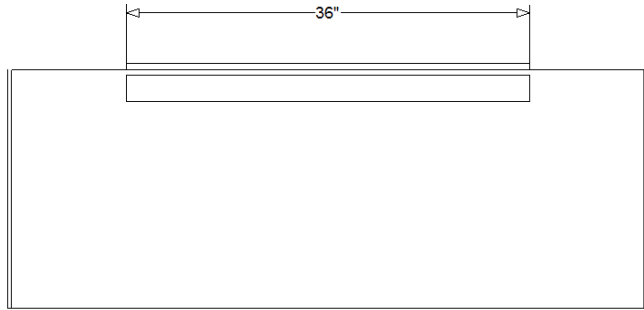
Item: B1 Qty: 8 Tag(s): UV-7



Accessory - Horizontal Unit Ventilators

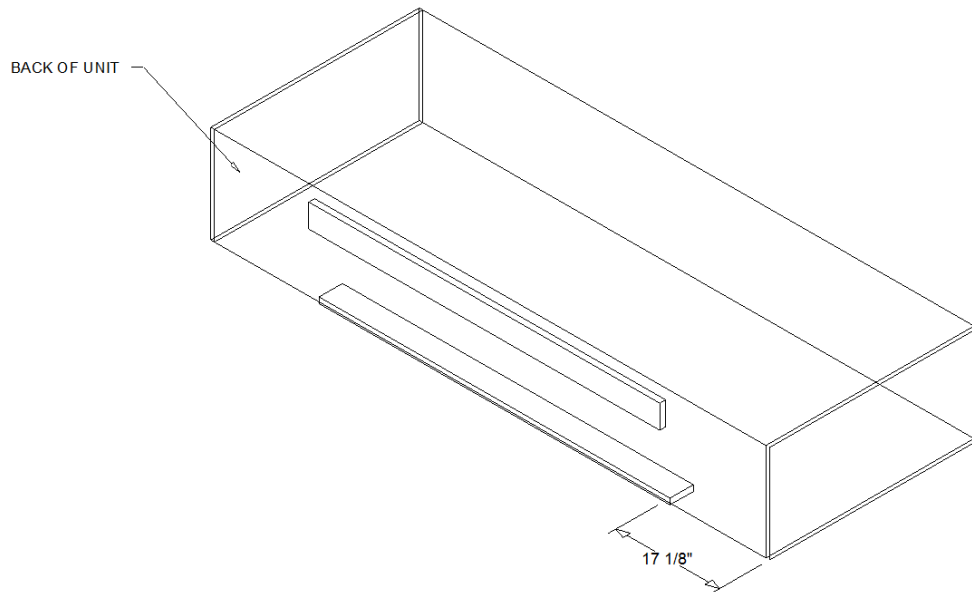
Item: B1 Qty: 8 Tag(s): UV-7

INLET ARRANGEMENT



LEFT VIEW

TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

AIR TEMPERATURE SENSOR (DAT OAT)

RESISTANCE TEMPERATURE CHARACTERISTICS			
TEMPERATURE	RESISTANCE		TEMP COEFF
	MIN	MAX	
-40°C	320.9K	369.0K	-6.61 % /°C
-25°C	125.6K	142.3K	-6.04 % /°C
0°C	31.17K	34.6K	-5.16 % /°C
25°C	9.56K	10.44K	-4.40 % /°C
65°C	2.012K	2.158K	-3.50 % /°C

NOTE:

1. EPOXY FILLED ENTIRE LENGTH. THERMISTOR BEAD TO BE PLACED WITHIN 3/8" FROM END OF HOUSING. PROBE TO BE INDIVIDUALLY IDENTIFIED WITH VENDOR PART NUMBER AND DATE CODE. 1.75" USABLE INSERTION LENGTH FOR FIGURE 2.
2. ID LABEL TO CONTAIN BAR CODE AND 12 DIGIT TRANE PART NUMBER (NO DASHES OR SPACES). FIGURE 1 BAR CODE TO BE PER STANDARD CODE 128. RECOMMENDED MINIMUM SIZE OF .40"X1.70". FIGURE 2 BAR CODE TO BE PER STANDARD 2D DATA MATRIX. ID LABELS TO BE ATTACHED TO CABLE NEAR TERMINALS.
3. ALL PART UPDATES OR ADDITIONS SHOULD MEET TRANE STANDARD S65162000.
4. ¹ INDICATES AN ADJACENT DIMENSION OR NOTE HAS BEEN REVISED / ADDED ON THIS REVISION OF THIS DRAWING.

FIGURE 1

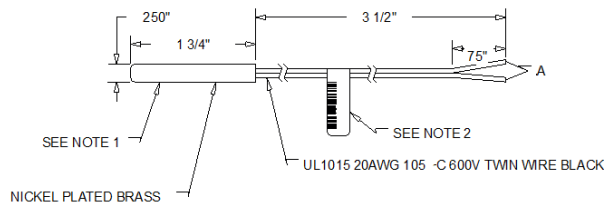
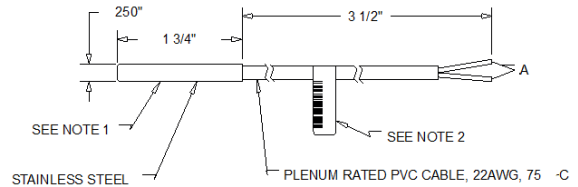


FIGURE 2



EXT	A	B	FIGURE
010	STRIP .500 " 0.10	12 " 0.25	1
020	0.25 INSUL QC TERM (AMP#2-520102-2)	12 " 0.25	1
030	STRIP .500 " 0.10	240 " 4	1
040	AMP#2-520102-2 ON ONE LEAD AMP#2-520183-2 ON THE OTHER LEAD	12 " 0.25	1
050	STRIP .500 " 0.10	30 " 0.25	1
060	0.25 FEMALE QC TERM (2)	24 " 0.25	2
070	0.25 FEMALE QC TERM (2)	48 " 0.25	2
080	0.25 FEMALE QC TERM (2)	102 " 0.25	2
090	PLUG: AMP # 172185-1 TERMINAL: PIN AMP # 171638-1 (2 REQD)	16 " 0.25	1
100	DELETED		
110	DELETED		
120			
130	DELETED		
140	DELETED		
150	DELETED		
160	CONNECTOR HOUSING: WHITE MALE (MOLEX #39-01-2025) CONNECTOR PIN: FEMALE (PIN #39-00-0039)	102 +/-1	2
170	DELETED		
180	AMP#2-520102-2 ON ONE LEAD AMP#520983-2 ON THE OTHER LEAD	26 " 0.25	1
190	PLUG: AMP 1-480698-0 TERMINAL: AMP 350536-1 (2 REQD)	12 " 0.25	1
200	STRIP .500 " 0.10	350 " 4 ¹	1
210	CONNECTOR HOUSING: AMP #770849-2 TERMINAL: AMP #770476-1	9 " 0.25	1
220	STRIP .500 " 0.10	55 " 2	1
230	AMP#2-520102-2 ON ONE LEAD AMP#2-520183-2 ON THE OTHER LEAD	90 " 2	1

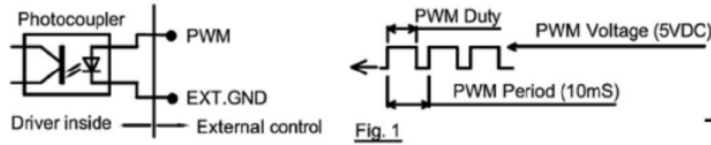
Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

Motor Information

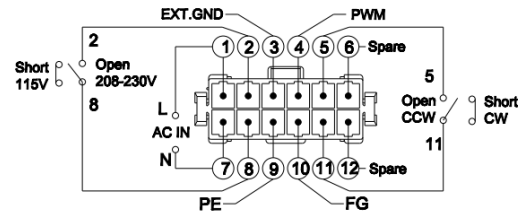
DRIVER FUNCTION:

1. SPEED CONTROL - PWM (PULSE WIDTH MODULATION) MODE
 - 1-1. THE CONNECTOR OF DRIVER, PIN 4 PWM & PIN 3 EXT.GND
 - 1-2. INPUT CIRCUITRY AS FIG. 1. USE PHOTOCOUPLER AND VOLTAGE ISOLATION
 - 1-3. PLEASE INPUT THE PWM VOLTAGE +5V, PWM FREQUENCY 100HZ(PERIOD 10MS)
 - 1-4. WHEN PWM RESPONSIBILITY CYCLE < 15%, MOTOR STOPS
WHEN PWM RESPONSIBILITY CYCLE = 100%, MOTOR ROTATES TO HIGHEST SP
RESPONSIBILITY CYCLE = (PWM DUTY/PWM PERIOD) * 100%



BLDC MOTOR
 115/208-230/277Vac 50/60Hz Rated Output.1725Rpm 1.0HP
 12.0/6.95-6.45/4.95A Cont. Air Over Speed
 Range.300-2500Rpm
 Rated Temp Ris. 31°C/55.8°F CL.A
 Rated Amb. 54°C/130°F
 T P/N : X70660682010
 H P/N : HMF192A01R151V
 S/N : 000000000000

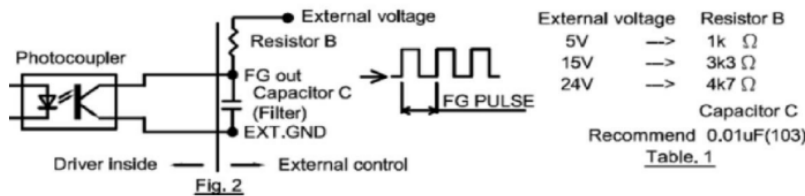
NAME PLATE



DETAIL "A"

2.SPEED FEEDBACK

- 2-1. THE CONNECTOR OF DRIVER, PIN 10 FG & PIN 3 EXT.GND
- 2-2. OUTPUT CIRCUITRY AS FIG.2 USE OPEN COLLECTOR OUTPUT, IT NEEDS THE EXTERNAL VOLTAGE UNDER DC24V/6MA SUPPLY VOLTAGE, PLEASE ACCORD TO THE SUPPLY VOLTAGE ADDING LIMITING RESISTOR B, SEE TABLE.1. WHEN FG OUT IS NO NEED EITHER CONNECTION.
- 2-3. RECOMMEND TO USE RC FILTER CIRCUIT FOR FG OUTPUT SIGNAL AND CAPACITOR SHOULD BE 0.01UF(103). PLEASE REFER TO FIG.2.
- 2-4. THE MOTOR POLE IS 12P. ONE TURN OUTPUT 18 PULSE WAVES SIGNAL.



3. ATTENTION:

- 3-1.WHEN YOU NEED TO CHANGE THE MOTOR CW or CCW, PLEASE TURN OFF THE POWER.
- 3-2.WHEN THE VOLTAGE SELECT PIN 2, PIN 8 SHORT-CIRCUIT. THE VOLTAGE IS SET TO AC115V. INPUT AC208-230V/277V IF THE DRIVE WILL RESULT IN DAMAGE.
- 3-3.WHEN THE MOTOR NO-LOAD TEST. THE PWM REQUESTED LESS THAN 20%. OTHERWISE IT WILL RESULT IN MOTOR DAMAGE.
- 3-4.MOTOR ON SEQUENCE
 - 3-4-1. ALWAYS SUPPLY AC IN TO MOTOR DRICER AS FIRST STEP.
 - 3-4-2. AFTER POWER SUPPLY, SPEED COMMAND CAN BE INPUTTED.
- 3-5.MOTOR OFF SEQUENCE
 - 3-5-1. ALWAYS SHUT DOWN SPEED COMMAND AS FIRST STEP.
 - 3-5-2. AFTER SHUT DOWN SPEED COMMAND, MOTOR AND DRIVER'S POWER CAN BE SHUT DOWN.

4. LOCKED PROTECTION AND RESET:

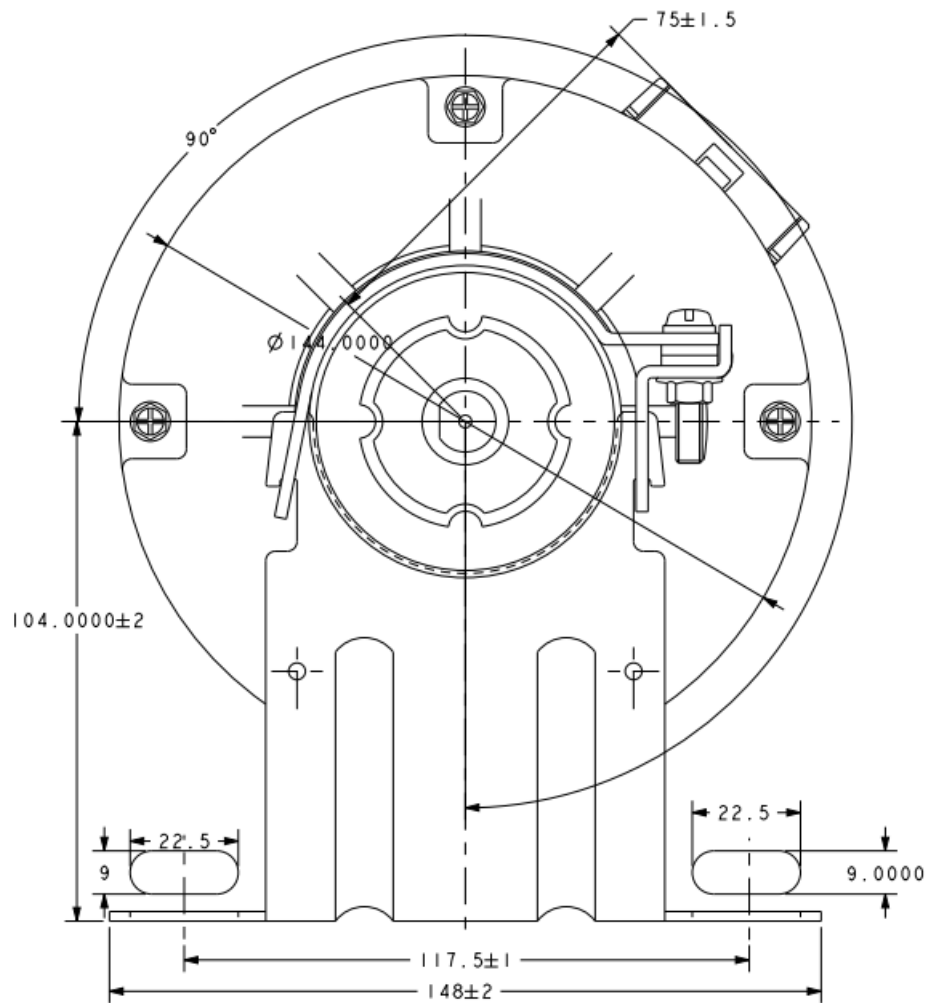
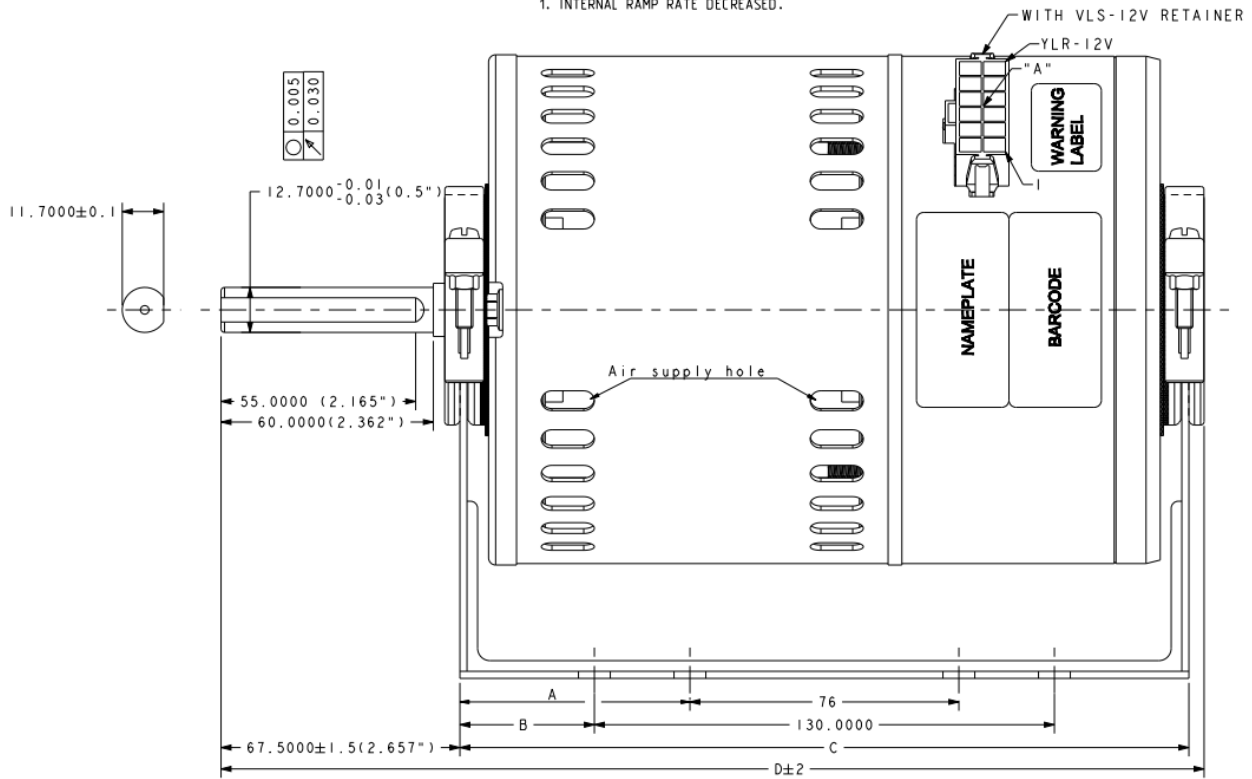
- 4-1. WHEN MOTOR REACHES THE 200 PERCENT OVERLOAD PROTECTION. THE OVERLOAD PROTECTION WILL OPERATE THE LOCKED ROTOR FUNCTION PRIOR THAN IT. SEE THE DESCRIPTION AS BELOW:
- 4-2. WHEN MOTOR LOCKED, DRIVER WILL SHUT DOWN SPEED COMMAND AFTER 10 SEC.
- 4-3. AFTER MOTOR LOCKED, PLEASE STOP SPEED COMMAND, REMOVE DEFECT CAUSES, RESET SPEED COMMAND AND THEN MOTOR WILL RESTART. IF DEFECT CAUSES DO NOT REMOVE, MOTOR WILL BE LOCKED AGAIN AFTER RESET.

5.OPTIONAL FEEDBACK:

- 5-1. THE CONNECTOR OF DRIVER, PIN 6 OPTIONAL & PIN 3 EXT.GND
- 5-2. CIRCUIT AND DESCRIPTION AS FIG.2, 2-2 AND 2-3.
- 5-3. THE OPTIONAL SIGNAL FORMAT IS PWM. (PERIOD = 10MS)
- 5-4. OPTIONAL SIGNAL IS DEFINED WITH CUSTOMERS.

NOTES:

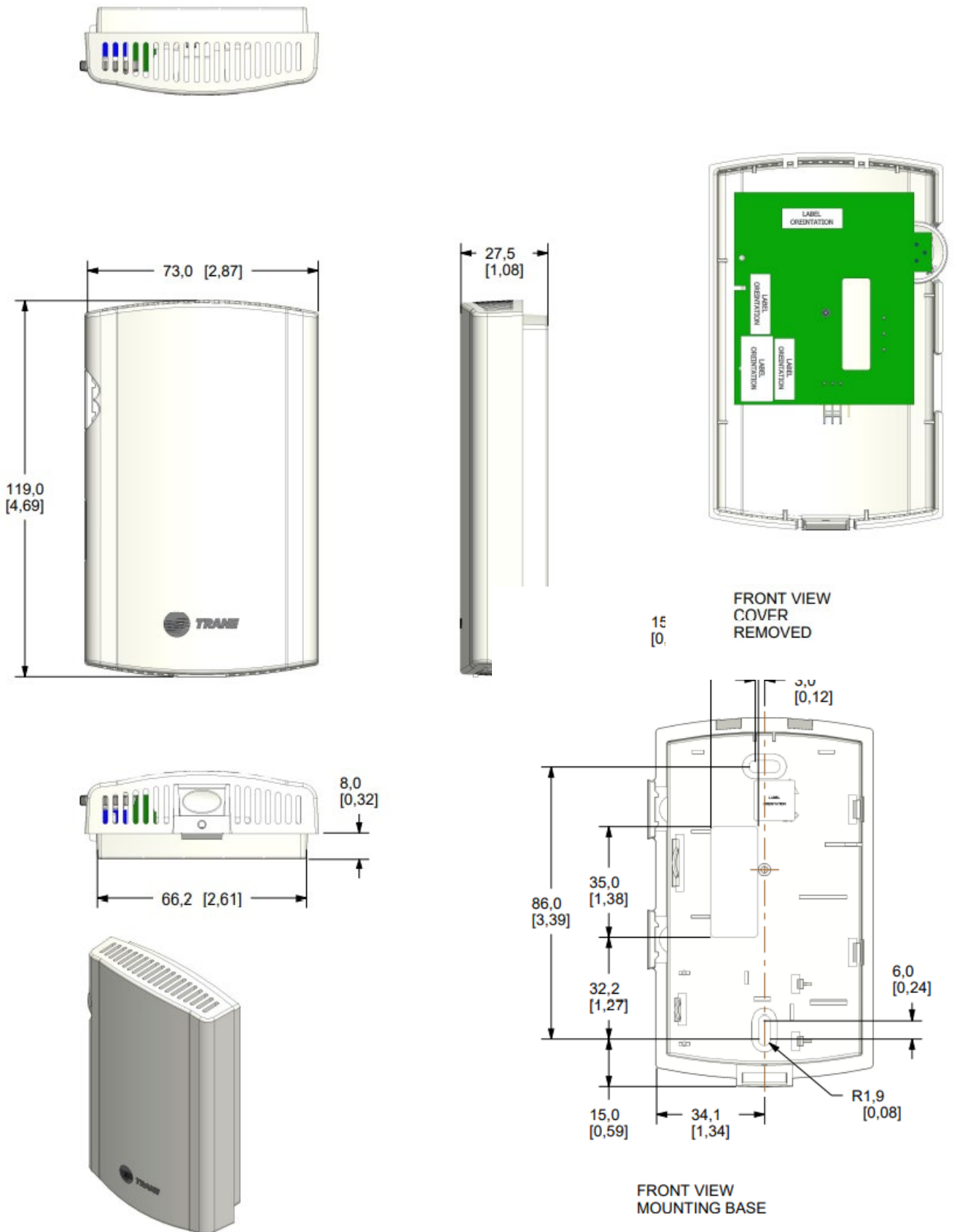
- INTERNAL RAMP RATE DECREASED.



Accessory - Horizontal Unit Ventilators

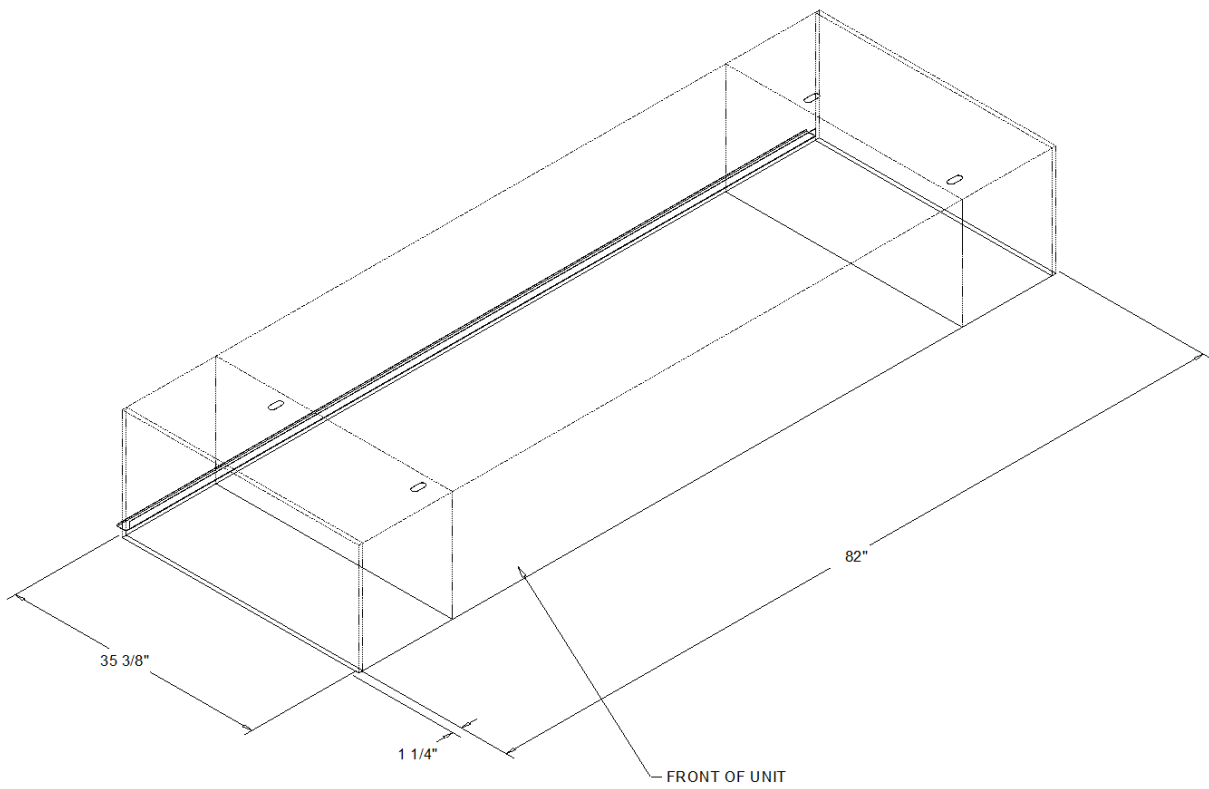
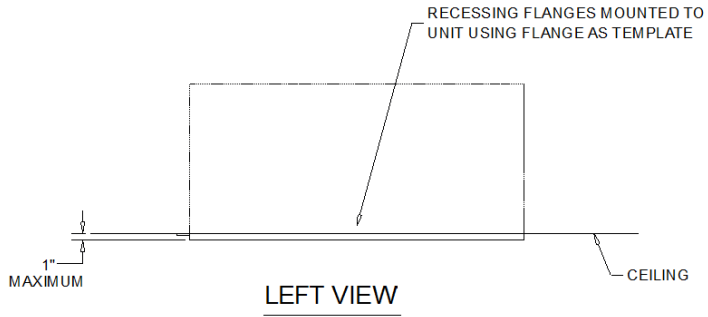
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

Fan Speed Switch



Accessory - Horizontal Unit Ventilators

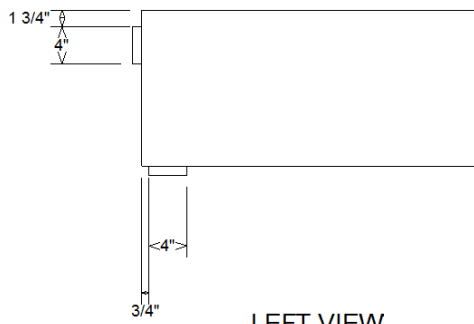
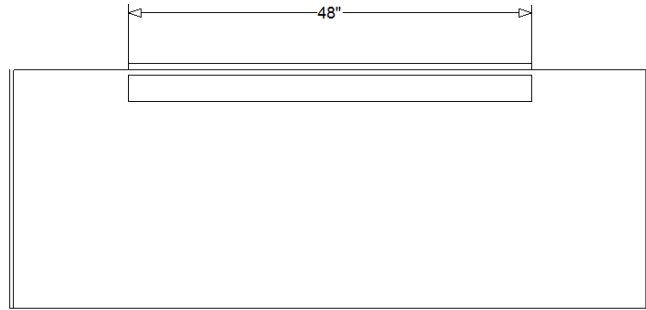
Item: B2 Qty: 6 Tag(s): UV-10



Accessory - Horizontal Unit Ventilators

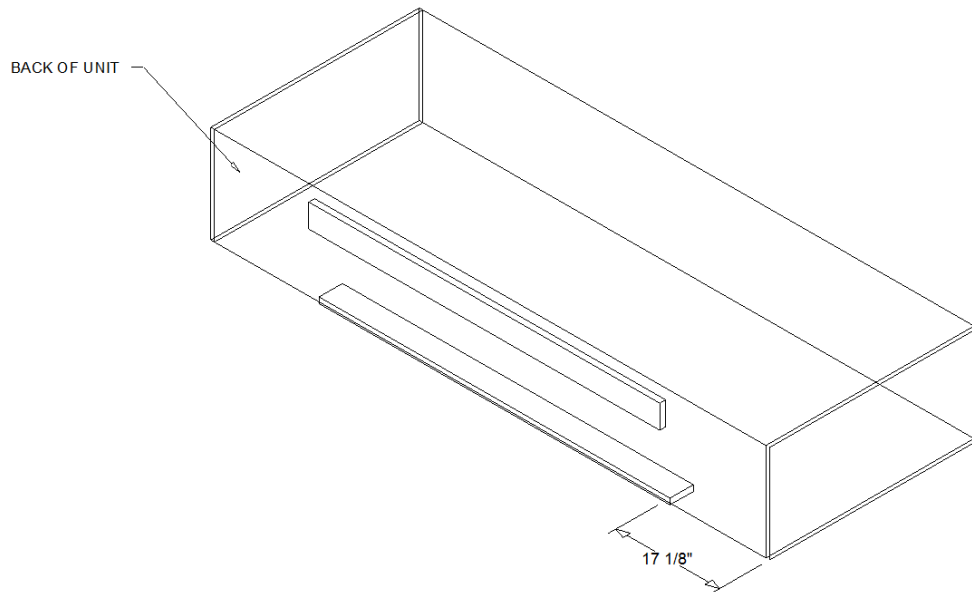
Item: B2 Qty: 6 Tag(s): UV-10

INLET ARRANGEMENT



LEFT VIEW

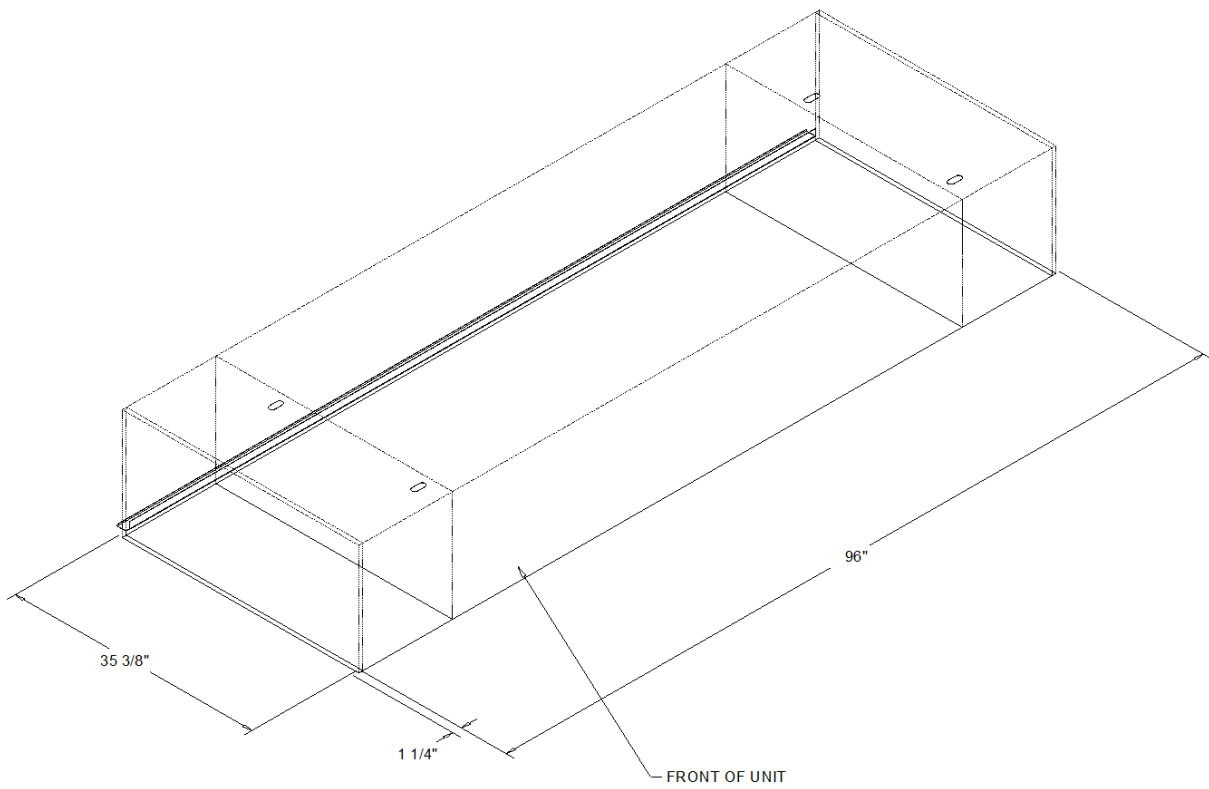
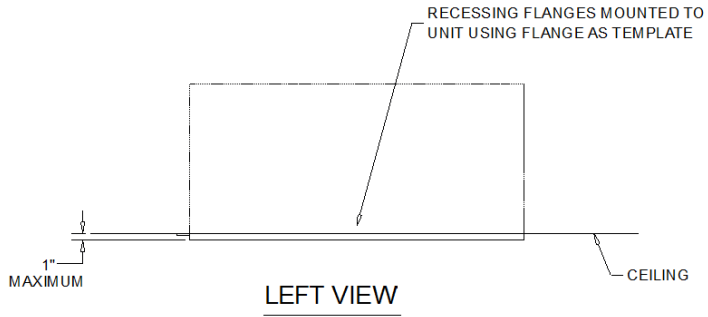
TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

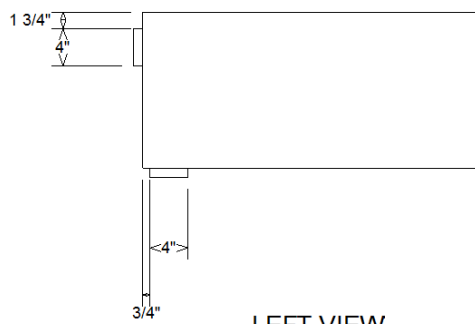
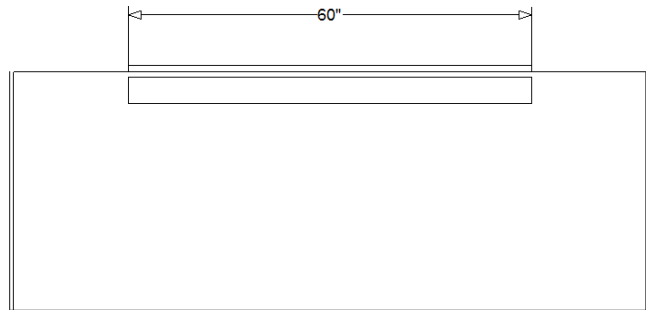
Item: B3 Qty: 13 Tag(s): UV-12



Accessory - Horizontal Unit Ventilators

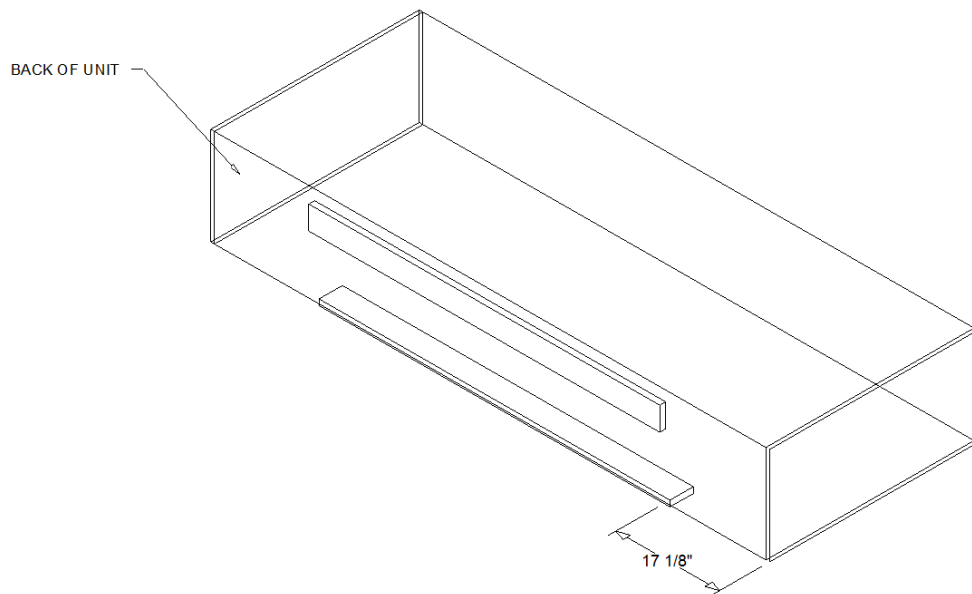
Item: B3 Qty: 13 Tag(s): UV-12

INLET ARRANGEMENT



LEFT VIEW

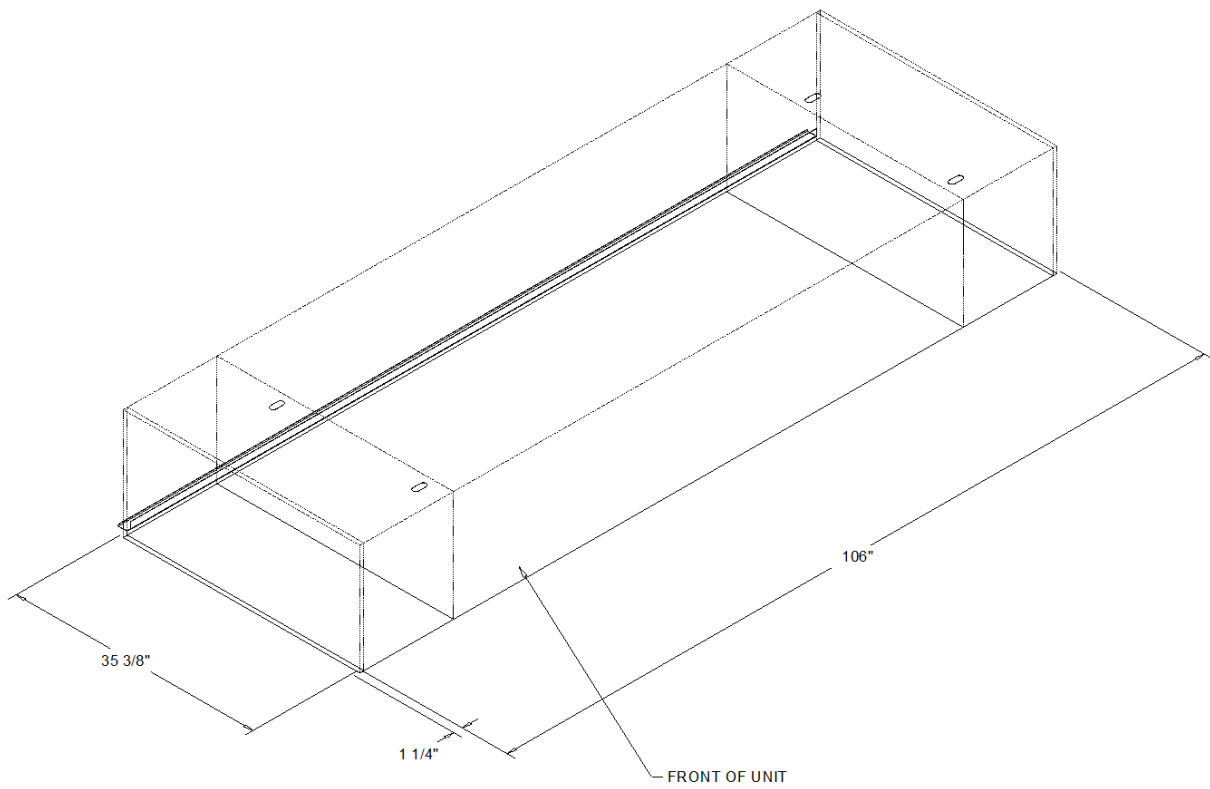
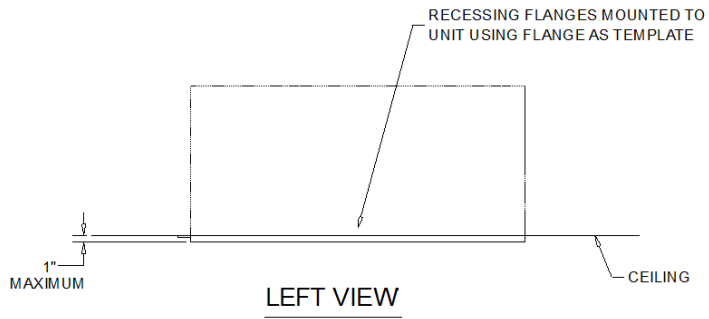
TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

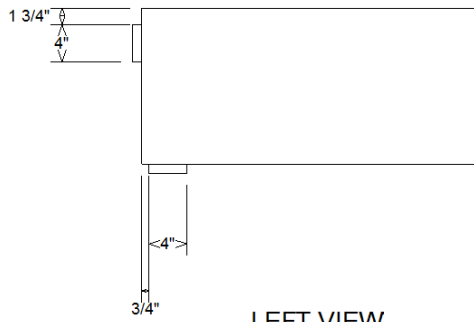
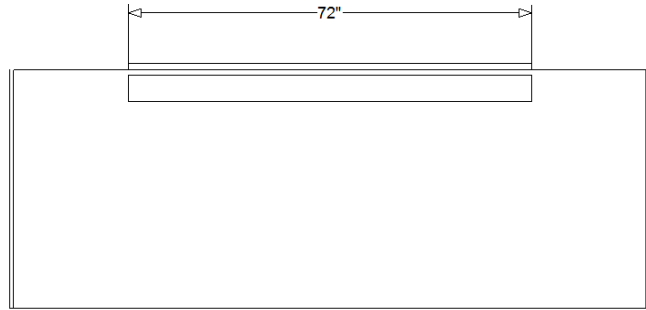
Item: B4 Qty: 23 Tag(s): UV-15



Accessory - Horizontal Unit Ventilators

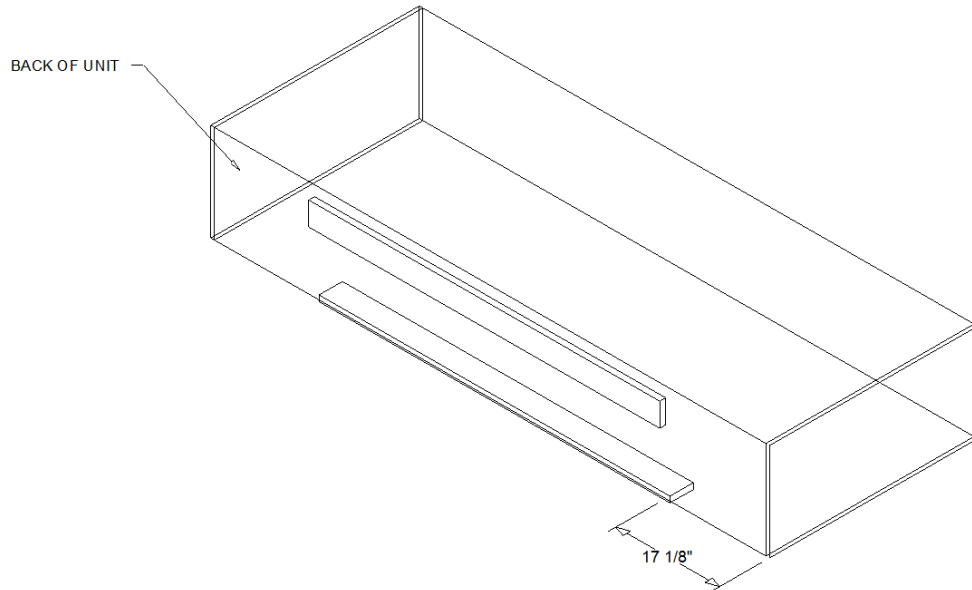
Item: B4 Qty: 23 Tag(s): UV-15

INLET ARRANGEMENT



LEFT VIEW

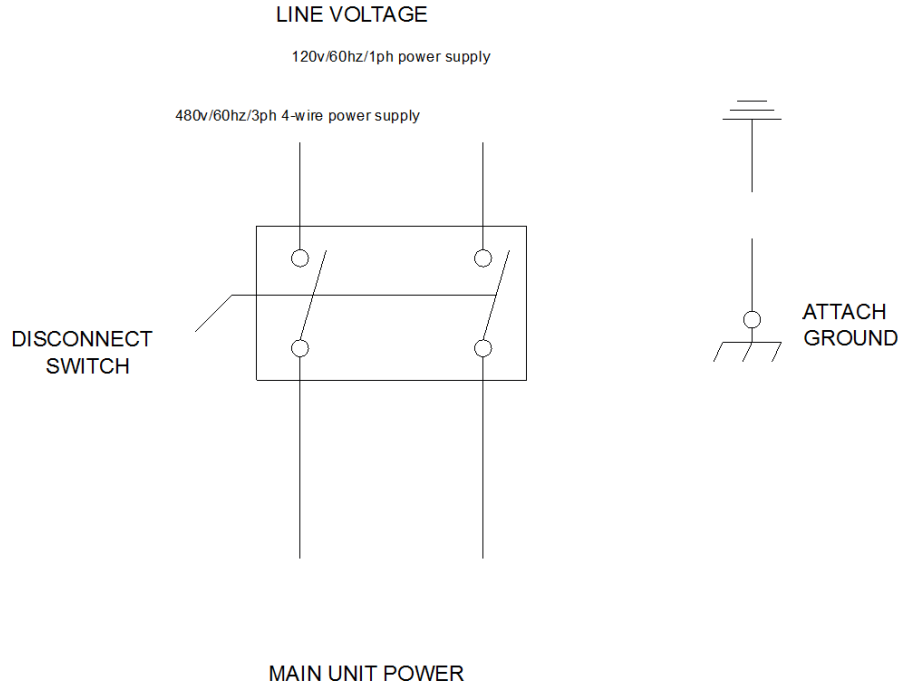
TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

UNIT POWER WIRING



MAIN UNIT POWER

NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY OTHERS. SOLID LINES INDICATE WIRING BY THE TRANE CO.
2. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.

<p>⚠ WARNING HAZARDOUS VOLTAGE! DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK-OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.</p>	<p>⚠ AVERTISSEMENT TENSION DANGEREUSE! COUPER TOUTES LES TENSIONS ET OUVRIER LES SECTIONNEURS A DISTANCE. PUIS SUIVRE LES PROCEDURES DE "VERROUILLAGE ET DES ETIQUETTES AVANT TOUTE INTERVENTION. VERIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DECHARGES. DANS LE CAS D'UNITES COMPORTANT DES ENTRAINEMENTS A VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAINEMENT POUR DECHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRECAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.</p>	<p>⚠ ADVERTENCIA ¡VOLTAJE PELIGROSO! DESCONECTE TODA LA ENERGÍA ELÉCTRICA INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. SI NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.</p>
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Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

WARNING
HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. IN SURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE. PUIS SUIVRE LES PROCÉDURES DE VÉRIFICATION DE DÉCHARGE ET D'ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA
¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

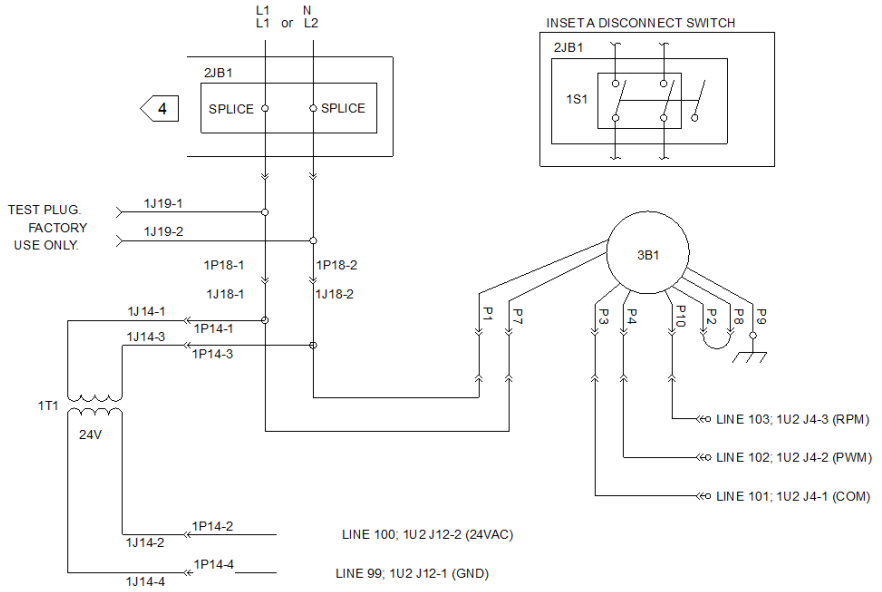
NOTICE
 USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS
 N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
 LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.
 FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO
 ¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
 LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
 NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

SINGLE PHASE
 SELECTIONS: NON ELECTRIC HEAT COILS

VOLTAGE:
 208v/60hz/1ph, 120v/60hz/1ph
 277v/60hz/1ph, 240v/60hz/1ph



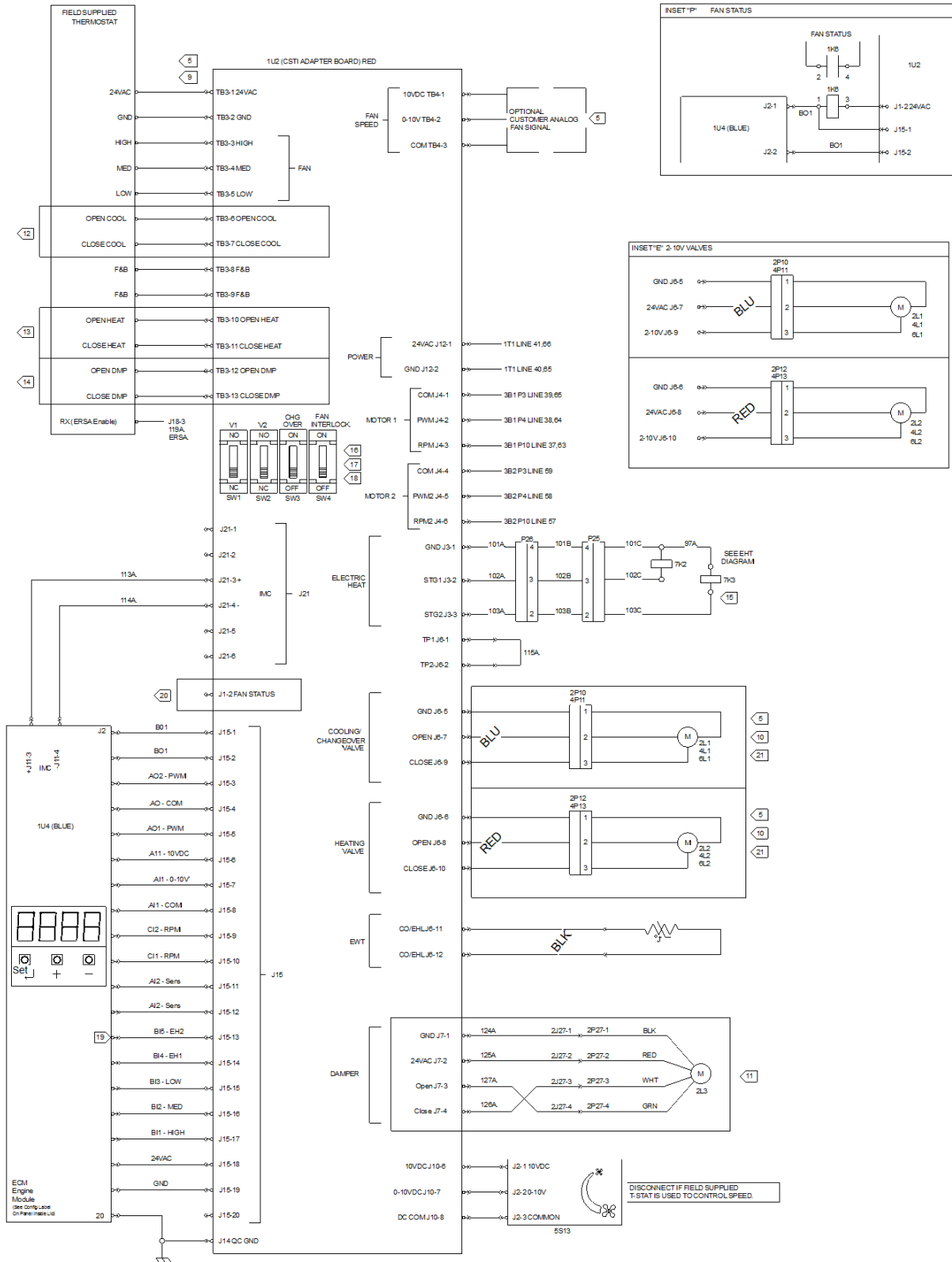
- NOTES:**
- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50 % RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRANE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.
- 4** WIRING SHOWN IS FOR UNITS WITHOUT DISCONNECT SWITCH. SEE INSET A FOR UNITS WITH DISCONNECT SWITCH.
- FIELD POWER SUPPLY CONDUCTORS MUST HAVE MINIMUM 90C INSULATION.
 - USE COPPER CONDUCTORS ONLY.

LEGEND		
DEVICE DESIGNATION	DESCRIPTION	LINE NUMBER
2JB1	JUNCTION BOX	28
1S1	DISCONNECT SWITCH	29
3B1	FAN MOTOR	33
1T1	TRANSFORMER	37

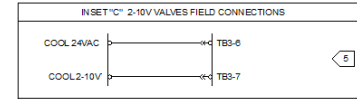
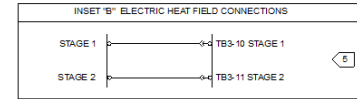
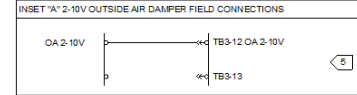
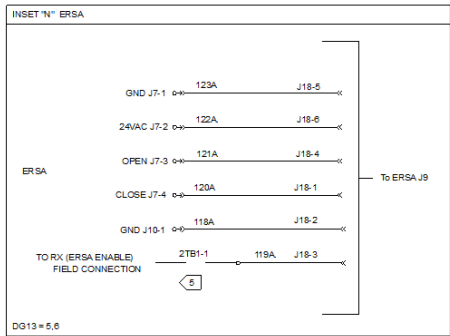
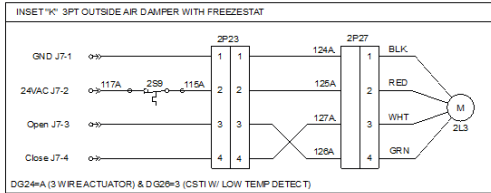
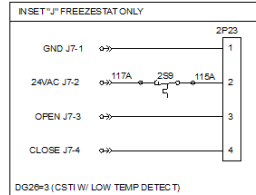
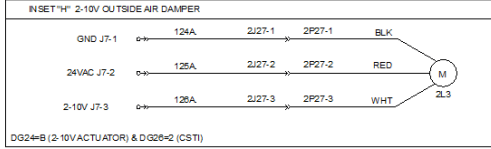
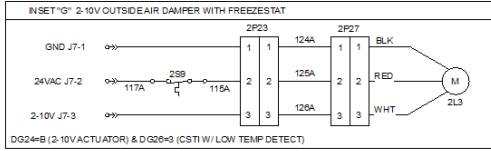
DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	LH CONTROL PANEL
2	LH END POCKET
3	AIR SECTION
4	RH END POCKET
5	TOP ACCESS PANEL
6	FIELD INSTALLED
7	RH CONTROL BOX EHT

VOLTAGE SELECTION		
DIGIT	DIGIT VALUE	DESCRIPTION
DG08	1	120V/ 1 PHASE POWER SUPPLY
DG08	2	208V/ 1 PHASE POWER SUPPLY
DG08	3	208V/ 3 PHASE POWER SUPPLY
DG08	4	240V/ 1 PHASE POWER SUPPLY
DG08	5	240V/ 3 PHASE POWER SUPPLY
DG08	6	277V/ 1 PHASE POWER SUPPLY
DG08	8	480V/ 3 PHASE 4 WIRE POWER SUPPLY

Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15



Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15



DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	LH CONTROL PANEL
2	LH END POCKET
3	AIR SECTION
4	RH END POCKET
5	TOP ACCESS PANEL
6	FIELD INSTALLED
7	RH CONTROL BOX E-HT

LEGEND		
DEVICE DESIGNATION	DESCRIPTION	LINE NUMBER
1U2	CSTI ADAPTER BOARD	81,88
1U4	ENGINE BOARD	83,118
1K6	RELAY; FAN STATUS	81,83
2L1	COOLING COIL VALVE MOTOR	85,114
4L1	COOLING COIL VALVE MOTOR	85,114
6L1	COOLING COIL VALVE MOTOR	85,114
2L2	HEATING COIL VALVE MOTOR	89,118
4L2	HEATING COIL VALVE MOTOR	89,118
6L2	HEATING COIL VALVE MOTOR	89,118
2L3	OUTSIDE AIR DAMPER ACTUATOR	98,102,114,128
2S9	CSTI FREEZESTAT	98,106,114,118
7K2	ELECTRIC HEAT CONTACTOR	108
7K3	ELECTRIC HEAT CONTACTOR	108
3RT3	ENTERING WATER TEMP SENSOR	122
5S13	UNIT MOUNTED FAN SWITCH	132

NOTES:

- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25 °C (77 °F) AT ATMOSPHERIC PRESSURE, AT 50% RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINED ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRANE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS. ALL FIELD WIRING MUST HAVE AN INSULATION VOLTAGE RATING THAT EQUALS OR EXCEEDS UNIT RATED VOLTAGE
- 5 USE CLASS 2 WIRING.
9 24V OUTPUT IS RATED 15/A.

- 10 WIRING SHOWN IS FOR MODULATING VALVES. SEE INSET "E" FOR 2-10V VALVES.
11 WIRING SHOWN IS FOR 3 WIRE MODULATING DAMPER. SEE INSET "G" FOR 2-10V DAMPER WITH FREEZESTAT. SEE INSET "H" FOR 2-10V DAMPER WITHOUT FREEZESTAT. SEE INSET "J" FOR FREEZESTAT ONLY. SEE INSET "K" FOR 3 WIRE MODULATING DAMPER WITH FREEZESTAT. SEE INSET "N" FOR ERSA CONNECTIONS.
12 FIELD WIRING SHOWN IS FOR MODULATING COOLING VALVES. SEE INSET "C" FOR 2-10V COOLING VALVE FIELD CONNECTIONS. FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.
13 FIELD WIRING SHOWN IS FOR MODULATING HEATING VALVES. SEE INSET "C" FOR 2-10V HEATING VALVE FIELD CONNECTIONS. FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING. SEE INSET "F" FOR ELECTRIC HEAT FIELD WIRING.

- 14 FIELD WIRING SHOWN IS FOR MODULATING OUTSIDE AIR DAMPER. SEE INSET "A" FOR 2-10V OUTSIDE AIR DAMPER FIELD WIRING.
15 SEE ELECTRIC HEAT SCHEMATIC FOR ADDITIONAL ELECTRIC HEAT WIRING.
16 SW1 AND SW2 ARE ALWAYS IN THE N.C. POSITION
18 SW4 IS ALWAYS IN THE OFF POSITION.
19 WIRE IS OMITTED WHEN 2-10V HEATING VALVE IS USED
20 SEE INSET "P" FOR FAN STATUS WIRING.
21 FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.



Change Order 01

Date: November 6, 2023

Project Name: John F. Kennedy C-Wing HVAC Replacement Project
 Bid/Project No: 0523-442-2
 DSA File No: 34-H7
 DSA Application No: 02-119898

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Landmark Construction
 4312 Anthony Court, Ste B
 Rocklin, CA 95677

Architect: HMC Architects
 2495 Natomas Park Dr. Ste 100
 Sacramento, CA 95833

Construction Manager: Kitchell
 2450 Venture Oaks Way, Ste 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	\$ (243,131.42)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Contingency District N/A Reconciliation of contract	\$ (109,275.89)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Contractor Contingency District N/A Reconciliation of contract	\$ (227,879.00)	0
Contract time will be adjusted as follows: Previous Completion Date: 10/27/23	Original Contract Amount with Allowances:	\$5,270,688.00	
Type Number of Days in Words 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$ (580,286.31)	
Current Completion Date: 10/27/2023	Revised Contract Amount After this change order:	\$4,690,401.69	

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

GMP BINDER
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
OAK RIDGE ELEMENTARY SCHOOL NEW CAMPUS – AMENDMENT 3
NOVEMBER 28, 2023

TABLE OF CONTENTS:

- 1) Cover Letter
- 2) GMP Estimate
 - a) Estimate Breakdown and Subcontractor Listing
 - b) General Conditions Breakdown
 - c) General Requirements Breakdown
- 3) Subcontractor Bid Documents
 - a) Bid Invitation List
 - b) Bid Invitation
 - c) Bid Form
 - d) Bid Exhibits
 - i) Project Labor Agreement
 - ii) Sample Project-Specific Subcontract Agreement
- 4) Subcontractor Bids & Bid Analysis Sheets
- 5) Project Schedule
- 6) Site Logistics Plan
- 7) DVBE Good Faith Effort Documentation



December 1, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

**RE: SCUSD Oak Ridge Elementary School New Campus – Amendment 3
GMP Cover Letter**

Chris:

We are pleased to present our Guaranteed Maximum Price (GMP) of **\$1,108,742** for Amendment 3 of the SCUSD Oak Ridge Elementary School New Campus project.

The GMP is based upon the work shown on the 100% CD DSA Approved Increment 1 plans and specifications dated May 26, 2023 and Otto Construction Bid Addendum 1 dated November 1st, 2023.

The GMP consists of the following:

A. Direct Cost of Work, including General Requirements.....	996,649
B. Fee (4.20%).....	41,860
C. Construction Contingency (3%).....	29,899
D. Owner Contingency (3%).....	29,899
E. Bonds (0.95%).....	10,434

Total Amendment 3 GMP.....\$1,108,742


GMP Clarification:

This Amendment 3 GMP includes only the following scopes of work; Increment 1 electrical (demolition to be included in future amendment), power study, equipment cost for main switchboard only, and temporary power for future construction. All other scope of work is not included in this amendment and is to be included in future GMP amendments.


Otto Construction intends to award the electrical scope for both Increments 1 and 2 to Schetter Electric. Otto Construction is at risk for DSA required changes to the electrical scope between the DSA submittal set and the DSA approved set. Otto Construction is not at risk for owner requested electrical scope adds between the DSA submittal set and the DSA approved set. In the event that DSA requested changes exceed \$150,000, Otto Construction reserves the right to rebid the Increment 2 electrical and low voltage bid package.

The above GMP does not include all remaining scope of work not specified above or included in previous GMP amendments.

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

	A	B	C	G	L
1	SCUSD Oak Ridge Elementary School New Campus				
2	GMP - AMENDMENT 3				
3	December 1, 2023				
4					
5					
6	SPEC.	TRADE		AMENDMENT 3 GMP	SUB
7					
8					
9					
10	01 00 00	Otto General Requirements (see Appendix C-3 for breakdown)			OTTO
11	01 71 23	Field Engineering		see amendment 1 & inc. 2	MVE
12	02 41 00	Site Demolition		see amendment 1	
13	03 10 00	Concrete Forming & Accessories		see amendment 1 & inc. 2	
14	03 20 00	Concrete Reinforcing		see amendment 1 & inc. 2	
15	03 30 00	Cast-In-Place		see inc. 2	
16	04 10 00	Mortar and Grout		see inc. 2	
17	04 22 00	Concrete Unit Masonry		see inc. 2	
18	05 12 00	Structural Steel		see inc. 2	
19	05 31 00	Steel Decking		see inc. 2	
20	05 40 00	Cold Formed metal Framing		see inc. 2	
21	05 50 00	Metal Fabrication		see inc. 2	
22	05 50 15	Metal Ladders		see inc. 2	
23	06 18 00	Glue-Laminated Timbers		see inc. 2	
24	06 41 00	Architectural Casework		see inc. 2	
25	07 21 00	Thermal Insulation		see inc. 2	
26	07 24 19	Water Drainage Exterior Insulation & Finish System		see inc. 2	
27	07 26 00	Vapor Retarders		see inc. 2	
28	07 42 13	Metal Wall Panels		see inc. 2	
29	07 54 19	Polyvinyl-Chloride Roofing		see inc. 2	
30	07 60 00	Flashing and Sheet Metal		see inc. 2	
31	07 71 23	Gutters and Related Flashings		see inc. 2	
32	07 84 00	Firestopping		see inc. 2	
33	07 90 00	Joint Sealants		see inc. 2	
34	08 11 00	Metal Doors and Frames		see inc. 2	
35	08 14 00	Wood Doors and Frames		see inc. 2	
36	08 16 13	FRP Doors		see inc. 2	
37	08 31 00	Access Doors and Panels		see inc. 2	
38	08 36 00	Overhead Folding Doors		see inc. 2	
39	08 43 13	Storefronts Exterior		see inc. 2	
40	08 43 13	Storefronts Interior		see inc. 2	
41	08 71 00	Door Hardware (card readers)		see inc. 2	
42	08 80 00	Glazing		see inc. 2	
43	09 29 00	Gypsum Board		see inc. 2	
44	09 51 00	Acoustical Ceilings		see inc. 2	
45	09 65 00	Resilient Flooring-Tile		see inc. 2	
46	09 65 16	Resilient Flooring-Sheet Vinyl		see inc. 2	
47	09 67 23	Fluid Applied Flooring - Epoxy		see inc. 2	
48	09 67 24	Urethane Slurry Flooring System (Kitchens)		see inc. 2	
49	09 68 00	Carpet		see inc. 2	
50	09 91 00	Painting		see inc. 2	
51	10 00 00	Miscellaneous Specialties		see inc. 2	
52	10 14 00	Signage		see inc. 2	

	A	B	C	G	L
53	10 21 13	Toilet Compartments & Cubicles		see inc. 2	
54	10 28 00	Toilet, Bath, & Washroom Accessories		see inc. 2	
55	10 75 16	Ground-Set Flagpoles		see inc. 2	
56	11 66 23	Gymnasium Equipment		see inc. 2	
57	11 68 16	Play Structures		see inc. 2	
58		Kitchen Equipment		see inc. 2	
59	12 25 13	Roller Shades		see inc. 2	
60		Stage Curtain		see inc. 2	
61		Wheelchair Lift		see inc. 2	
62		Modular Elevator Construction Budget		see inc. 2	
63	21 00 50	Basic Fire Sprinkler Materials & Methods		see inc. 2	
64	21 10 00	Fire Sprinkler Systems		see inc. 2	
65	22 05 50	Basic Plumbing Materials & Methods		see inc. 2	
66	22 05 53	Plumbing Identification		see inc. 2	
67	22 10 00	Plumbing Piping Systems		see inc. 2	
68	22 40 00	Plumbing Fixtures		see inc. 2	
69	22 50 00	Plumbing Equipment		see inc. 2	
70	23 00 50	Basic HVAC Materials & Methods		see inc. 2	
71	23 05 53	Mechanical Identification		see inc. 2	
72	23 05 93	Testing, Adjusting, & Balancing for HVAC		see inc. 2	
73	23 09 23	Energy Management Control System		see inc. 2	
74	23 80 00	Heating, Ventilating & Air Conditioning		see inc. 2	
75	26 00 10	Basic Electrical Requirements		996,649	Schetter Electric
76	26 00 60	Power System Study		see electrical	
77	26 00 90	Electrical Demolition		see inc. 2	
78	26 05 19	Building Wire and Cable		see electrical	
80	26 05 26	Grounding & Bonding		see electrical	
81	26 05 29	Electrical Hangers		see electrical	
82	26 05 31	Conduit		see electrical	
83	26 05 33	Boxes		see electrical	
84	26 05 43	Underground Ducts & Structures		see electrical	
85	26 05 53	Electrical Identification		see electrical	
86	26 09 42	Digital Lighting		see electrical	
87	26 22 13	Dry Tape Transformers		see electrical	
88	26 24 13	Switchboards		see electrical	
89	26 24 16	Panelboards		see electrical	
90	26 27 26	Wiring Devices		see electrical	
91	26 27 36	Energy Information Systems		see electrical	
92	26 28 16	Overcurrent Protective Devices		see electrical	
93	26 28 19	Disconnect Switches		see electrical	
94	26 50 00	Lighting		see electrical	
95	27 00 00	Communication Basic Requirements		see electrical	
96	27 05 00	Common Work for Communications		see electrical	
97	27 10 00	Structure Cabling		see electrical	
98	27 21 00	Data Communication Network Equipment		see electrical	
99	27 41 00	Audio Visual		see electrical	
100	27 51 23-50	Education Intercom		see electrical	
101	28 10 00	Access Control		see electrical	
102	28 20 00	Video Surveillance		see electrical	
103	28 31 00	Intrusion Detection		see electrical	
104	28 46 00	Fire Detection Alarm		see electrical	
105		Photovoltaic System		see electrical	
106	31 00 00	Earthwork		see amendment 1	Bay Cities
107	31 13 16	Tree Protection		see inc. 2	
108	31 23 33	Trenching and Backfilling		see amendment 1	
109	31 32 00	Soil Stabilization (lime)		see amendment 1	
110	32 12 00	Asphalt Paving		see amendment 1	

	A	B	C	G	L
111	32 16 00	Site Concrete		see amendment 1 & inc. 2	Casey-Fogli
112	32 33 13	Site Bicycle Racks		see inc. 2	
113	32 80 00	Irrigation		see inc. 2	
114	33 00 00	Site Utilities		see amendment 1	
115	33 40 00	Site Drainage		see amendment 1	
116		Utility Locating		see inc. 2	
117		Fencing		see inc. 2	
118		Gates		see inc. 2	
119		Garden Boxes		see inc. 2	
120		Trellis		see inc. 2	
121		Site Furnishings		see inc. 2	
122		Monument Sign		see inc. 2	
123		Playground Surfacing		see inc. 2	
124		Synthetic Track Surfacing		see inc. 2	
125		Athletic Equipment		see inc. 2	
126		Shade Structures		see inc. 2	
127		Striping & Signage		see inc. 2	
128		Off-Site Improvements - Placeholder		see inc. 2	
129					
130					
131		DIRECT CONSTRUCTION COST		996,649	
132					
133		GENERAL CONDITIONS	\$73,840/mo	-	
134					
135		CONTRACTOR FEE	4.20%	41,860	
136					
137		CONSTRUCTION CONTINGENCY	3.00%	29,899	
138					
139		OWNER CONTINGENCY	3.00%	29,899	
140					
141		SUBTOTAL		1,098,308	
142					
143		BONDS	0.95%	10,434	
144					
145		SUBTOTAL		1,108,742	
146					
147		INSURANCE PER RFP		see amendment 1	
148					
149		ESCALATION	6.00%	-	
150					
151		AMENDMENT 3 TOTAL		1,108,742	
152					
153		CONTRACT SUMMARY:			
154		ORIGINAL CONTRACT AMOUNT (PRECON)		72,120	
155		AMENDMENT 1 TOTAL		8,393,244	
156		AMENDMENT 2 TOTAL		42,376	
157		AMENDMENT 3 TOTAL		1,108,742	
158					
159		CURRENT GMP TOTAL		9,616,482	

Message Recipients by Group - 11/28/2023 2:51:01 PM

Project: SCUSD Oak Ridge Elementary School - Electrical Bid Package

Address: 4501 Martin Luther King Jr. BLVD

Trade	Project Status	Company	Contact	Phone	Cell	Email	Last Visit
Electrical	ACCEPT	Collins Electrical Company	Aaron Formic	(916) 567-1166		aformic@collinselectric.com	11/16/2023
	ACCEPT	Collins Electrical Company, Inc.	Mark Norris	(916) 567-1100		mnorris@collinselectric.com	11/16/2023
	ACCEPT	Hankins Construction Management	Meach Hankins	(530) 345-8009	(530) 520-8673	mehack@hankinson.com	11/22/2023
	ACCEPT	Sac Valley Electric, Inc.	Brian Kirk	(916) 922-1139		bradkirk@svselectric.com	
	ACCEPT	Sac Valley Electric, Inc.	Kevin Lively	(916) 822-1139	(916) 231-9734	klively@svselectric.com	11/14/2023
	ACCEPT	Schetter Electric, LLC	Brett Noglesberg	(916) 233-3274	(916) 352-8996	broglesberg@schetter.com	11/21/2023
	DECLINE	Alessandro Electric, Inc.	Estimotech Dept	(916) 283-0986		estimotech@alessandroselectric.com	11/14/2023
	DECLINE	Alessandro Electric, Inc.	Chiri Alessandro	(916) 283-8986		estimating@alessandroselectric.com	11/17/2023
	DECLINE	Berg Electric Corp.	James Reece	(916) 636-1800	(916) 262-4536	jreece@bergselectric.com	
	DECLINE	Berg Electric Corp.	Mark Lee	(916) 636-1800	(916) 676-7836	mlee@bergselectric.com	
	DECLINE	Bockman & Woody Electric Co., Inc.	Katelyn	(209) 454-4878		katelyn@bockmanwoody.com	
	DECLINE	Bockman & Woody Electric Co., Inc.	Ariane Larsen	(209) 923-7266	(209) 715-0017	ariane@bockmanwoody.com	10/24/2023
	DECLINE	Hangtown Electric	Brian Shiles	(916) 718-9451		bshiles@hangtownelectric.com	
	DECLINE	Hangtown Electric	David Skelton	(916) 718-9451	(916) 399-4260	davids@hangtownelectric.com	
	DECLINE	Hangtown Electric	Tom Holthus	(916) 382-4729	(916) 849-0510	tomh@hangtownelectric.com	
	DECLINE	Hankins Electrical	Brian Hankins	(530) 521-9561	(530) 345-8008	branhank@hankinselectric.com	
	DECLINE	Helix Electric	Ed Noble	(510) 410-9771		enoble@helixselectric.com	
	DECLINE	Helix Electric	Matt Leifer	(916) 452-3175	(530) 369-0741	mleifer@helixselectric.com	10/27/2023
	DECLINE	Royal Electric	Chuy Cortes	(916) 226-2100		estimating_email@royalelect.com	11/12/2023
	DECLINE	Royal Electric Company	Lloyd Mason	(916) 226-2260		lmason@royalelect.com	
	DECLINE	Royal Electric Company	STEVE FAULKENDER	(916) 213-7228	(669) 258-9744	lloyd@royalelect.com	11/10/2023
	DECLINE	SNP ELECTRIC	Joel Backman	(916) 548-8927		snp@suncwest.net	
	DECLINE	WBE	Joe Murphy	(415) 898-1400	(415) 716-0677	jbackman@vibeinc.com	10/31/2023
	DECLINE	WBE	Chetan Mogal	(703) 994-4242		murphy@wbeinc.com	11/22/2023
	PENDING	BIM ENGINEERING US LLC	Shane Dinkins	(916) 271-2227		mogal@bimengus.com	
	PENDING	Cabar Electric	Shane e dinkins	(916) 271-2227		cabarelectinc@comcast.net	
	PENDING	Cabar Electric inc	Henry Ales III	(916) 271-2227		shockuone@comcast.net	
	PENDING	Collins Electrical Company, Inc.	Christine Katz	(916) 567-1100		hales@collinselectric.com	11/14/2023
	PENDING	Schetter Electric, LLC	Matt Davis	(916) 446-2521	(916) 291-1734	ckatz@schetter.com	
	PENDING	Shane Brown Electric	David Studebaker	(530) 844-0242		matt@shanebrownselectric.com	11/2/2023
	PENDING	Studebaker Brown Electric, Inc	Michael C	(916) 259-2395		daves@studebakerbrownselectric.com	
	PENDING	Studebaker Brown Electric, Inc	Michael C	(916) 259-2395		michaelc@studebakerbrownselectric.com	

Maram Daood

From: Maram Daood <mdaood@ottoconstruction.com>
Sent: Monday, November 27, 2023 1:43 PM
To: Maram Daood
Subject: Invitation to Bid from Otto Construction for SCUSD Oak Ridge Elementary School - Electrical Bid Pac



INVITATION TO BID

DATE: November 27, 2023

TO: Otto Construction
Maram Daood
mdaood@ottoconstruction.com

FROM: Maram Daood
mdaood@ottoconstruction.com
916-441-6870

Your company has been invited to bid on the following project.

PROJECT: SCUSD Oak Ridge Elementary School - Electrical Bid Package
4501 Martin Luther King Jr. BLVD
Sacramento, CA 95820

Electrical, low voltage, and fire alarm scope for both Increment 1 & Increment 2.

Increment 1

DESCRIPTION:

- 1) Demolition of all existing buildings, paving, landscaping, above and below grade utilities and select perimeter fencing**
- 2) Rough Grading**
- 3) Construction of subgrade earth building pads**
- 4) Construction of portions of new site utilities, curb & gutters, walkways, paving and fencing.**

Increment 2

- 1) Construction of one admin and one multipurpose building, one two-story classroom building and kindergarten building. All buildings are wood construction.**
- 2) Completion of site work at interior courtyard and all paving scope for project.**
- 3) Construction of utility connections to buildings.**
- 4) Completion of site landscaping and fencing.**
- 5) Fire water pump house and piping distribution.**

SCHEDULE: 12/27/2023 - 07/15/2025

BID DATE: 11/17/2023 02:00 PM Pacific

QUESTIONS DUE: 11/01/2023 2:00 PM PST

PRE BID: 11/06/2023 1:00 PM PST
Oak Ridge Elementary School - Mendocino Ave
Entrance at Otto Job Site

PREVAILING WAGE: Yes

PROJECT LABOR AGREEMENT (PLA): Yes

To access plans, [CLICK HERE](#), or go to www.ottoplanroom.com and enter Access Key: 189E8BB194

Submit questions to **Maram Daood** at mdaood@ottoconstruction.com.

Submit Proposals via fax **916-441-6138** or email mdaood@ottoconstruction.com.

Otto Construction is signatory to the Carpenters, Laborers and Cement Masons.

ACCEPT

DECLINE

Should you be interested in accessing other projects, please visit www.ottoplanroom.com

1717 2nd Street | Sacramento, California | 95811
Office: 916-441-6870 | Fax: 916-441-6138
CSL #178809
www.ottoplanroom.com

Note: This message was sent from an Automated Project Messaging System. If you do not wish to receive these emails, please contact the Sender or visit <https://www.ottoplanroom.com/optout> to remove yourself from our system.



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

Firm Name _____

Firm Address _____

Name of Contact Person _____

Telephone Number _____

Fax Number _____

E-mail _____

CA License # _____

DIR # _____

Union Affiliation _____

EXHIBIT 1 - PROJECT DOCUMENTS

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 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.

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

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

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes No, If No attach exceptions

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

ADDENDA: _____



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, A/V, technology, and fire alarm.

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Crew Burden Rate for Saturday Work

Project References - please provide at least one project reference with similar schedule constraints.

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

EXHIBIT "H"

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT "H"

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

EXHIBIT "H"

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

EXHIBIT "H"

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

EXHIBIT "H"

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsman covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

EXHIBIT "H"

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

- 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
- 2.4.2 Equipment and machinery owned or controlled and operated by the District;
- 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
- 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
- 2.4.6 District procurement or use of modular buildings;
- 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

EXHIBIT "H"

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

EXHIBIT "H"

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

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disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
 - 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
 - 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
 - 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

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fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

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- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

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- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

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The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

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be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeymen and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (l) Possesses any license required by state or federal law for the Project work to be performed;

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- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
 - (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
 - (4) Has the ability to perform safely the basic functions of the applicable trade.
- 11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.
- 11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

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within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering, Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
 - 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

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objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

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NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

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GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT "H"

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT "H"

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:

84C87360B34241A

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

EXHIBIT "H"

Sacramento-Sierra Building and
Construction Trades Council

A handwritten signature in blue ink, reading "Todd Schiavo", is written over a horizontal line.

Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

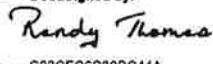
EXHIBIT "H"

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
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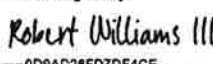
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Bricklayers Local #3

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Boilermakers Local #549

DocuSigned by:

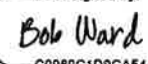
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Cement Masons Local #400

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Asbestos, Lead and Mold Laborers
Local #67

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District Council #16 International
Union of Painters & Allied Trades

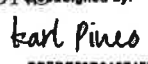
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Elevator Constructors Local #8

DocuSigned by:

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International Brotherhood of
Electricians
Local #840

DocuSigned by:

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Sprinkler Fitters Local #669


UNIONS
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Iron Workers Local #118

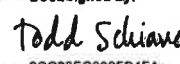
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Laborers Local #185


Operating Engineers Local #3

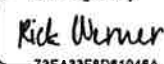
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Plasterers & Cement Masons Local #300

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UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

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Plumbers & Pipefitters Local #447

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Roofers Local #81

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Sheet Metal Workers Local #104

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Teamsters Local #150

Northern California Carpenters
Regional Council on behalf of itself and
its affiliated Local Unions

EXHIBIT "H"

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of Laborers



Carpenters 46 Northern California Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

EXHIBIT "H"

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EXHIBIT "H"

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project:
Bid Number:

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT "H"

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)



OTTO JOB #: 23-1229-00
SUBCONTRACT #: 1229#####
COST CODE(S): ##-#####

PROJECT NAME: Oak Ridge Elementary School - New Construction

SUBCONTRACT AGREEMENT

On or about March 27, 2023, John F. Otto, Inc., dba OTTO CONSTRUCTION ("Contractor") entered into a prime contract ("Prime Contract") with Sacramento City Unified School District (hereinafter referred to as "Owner") for design and construction of (1) a new single-story administration/multi-purpose/kitchen building, (2) a two-story classroom building, (3) a single-story kindergarten building, and (4) new hard court and turf fields, along with the relocation of both the school entrance and the parking lot, and the demolition of the existing buildings (the "Project") located at 4501 Martin Luther King Blvd., Sacramento, CA 95820. This Subcontract Agreement ("Agreement") is entered into this Nth day of Month, 2023 by and between Contractor and Subcontractor Name ("Subcontractor") for performance of a portion of the Project. The Project, and Subcontractor's "Work" as described in Section 2 of this Agreement, is to be performed in accordance with the Prime Contract, the Project Plans and Specifications prepared by or on behalf of Nacht & Lewis Architects ("Architect"), and the other "Contract Documents", as that term is defined in Section 1, below.

SECTION 1. ENTIRE CONTRACT

1.1 Contract Documents. The phrase "Contract Documents" is defined to mean and include:

- a) This Subcontract Agreement and all exhibits and attachments.
- b) Prime Contract, including other contract documents attached to or incorporated into the Prime Contract.
- c) Project Plans and Specifications.

Subcontractor shall physically insert in each of its subcontracts the provisions of the above listed documents and require each of its subcontractors to include each item in any lower tier subcontracts that may be made. This article shall in no instance be incorporated solely by reference. The Prime Contract shall be available for viewing and photocopying upon reasonable advance notice to Contractor.

1.2 Subcontractor's Investigation. Subcontractor certifies that it is fully familiar with all of the terms of the Contract Documents, the location of the Project site, and the conditions under which the Work is to be performed and that Subcontractor enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of Contractor or any person purporting to act on Contractor's behalf, or of the Owner, or of any of their respective officers, agents, servants, or employees. This Agreement represents the entire agreement between the parties concerning the Project. Subcontractor and its subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the Work. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the Work, and that where, in the Contract Documents, reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor.

If Subcontractor discovers any apparent or actual error, omission, code compliance issue, deficiency (any of the foregoing, a "Deficiency"), Subcontractor shall, on or before the earlier of (i) five (5) days after Subcontractor first becomes aware of a Deficiency, or (ii) two (2) business days prior to the last day upon which Contractor must report a Deficiency under the Prime Contract, notify Contractor in writing of the existence or possible existence of each Deficiency in detail and take any other actions otherwise required of Contractor under the Prime Contract. If Subcontractor believes that additional cost or time is involved because of modifications to the Work as a result of one or more Deficiencies as to which Subcontractor has given notice to Contractor pursuant to this Section, then, subject to the provisions of the Prime Contract, Subcontractor may request a Change Order pursuant to Section 8.

SECTION 2. SCOPE

2.1 Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to perform the Work as specifically described in Exhibit A, attached hereto and made a part of this Agreement by reference.

In the event of any dispute between Contractor and Subcontractor over the scope of Subcontractor's Work under the Contract Documents, Subcontractor will not stop work but will prosecute the Work diligently to completion, the dispute to be submitted for resolution in accordance with the provisions of Section 19.

2.2 All material, equipment, and services supplied under this Agreement shall be in strict compliance with the Plans and Specifications.

2.3 Subcontractor shall attend all meetings as requested by Contractor, including job coordination, scheduling, and safety meetings.

SECTION 3. SUBCONTRACT PRICE

Contractor agrees to pay Subcontractor for performance of the Work in strict compliance with the Contract Documents, the sum of **[TBD] (\$#,###.##)**, ("the Subcontract Price") subject to adjustments for changes in the Work as may be directed in writing by Contractor, and to make payment in accordance with the Payment Schedule, Section 4. The Subcontract Price, as stated above, includes all State and local sales taxes.

SECTION 4. PAYMENT SCHEDULE

4.1 Contractor agrees to pay to Subcontractor monthly progress payments equal to **Ninety-Five percent (95%)** of the value of the labor, equipment and materials which have been completed and approved for payment by Owner, with funds received by Contractor from Owner. Prior to commencement of the Work, Contractor and Subcontractor shall agree on a schedule of values allocating the Subcontract Price to the various elements of the Work, which shall be the basis for payment applications. On or before the Twentieth (20th) day of each month, or such other mutually agreed upon date, Subcontractor shall submit an application for payment, in a form acceptable to Contractor, setting forth the value of the Work for which payment is being sought. Contractor and Subcontractor shall review and agree upon the various percentages of completion prior to submission of the approved payment application to Contractor by the Fifth (5th) of the following month, as detailed in Exhibit B to this Subcontract. Contractor shall pay Subcontractor within Seven (7) days after receipt of payment from Owner.

4.2 Final payment to Subcontractor shall be made only after the entire work required by the Prime Contract has been fully completed in conformity with the Contract Documents, all operation and maintenance manuals have been submitted, all training has been conducted, and the Project and the Work have been delivered to and accepted by Owner, Architect, and Contractor. Contractor shall make final payment from funds received by Contractor from Owner in final payment for the Project, within Seven (7) days after receipt from Owner.

4.3 Subcontractor agrees to furnish Contractor with California statutory waivers and releases of liens in the forms provided by statute, payroll affidavits, prevailing wage affidavits, receipts, vouchers, releases of claims for work, labor, services, material and equipment furnished under or in connection with this Agreement, all in a form reasonably satisfactory to Contractor, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such documents have been furnished. Any payment made without such documentation shall not be construed as a waiver of Contractor's right to require such documentation prior to further payments.

4.4 Contractor, at its option, may make any payment due hereunder by joint check or by direct check to Subcontractor's material suppliers, subcontractors, and any person or firm who has or asserts a right of action against Contractor or Contractor's surety, or who has or asserts lien or stop notice rights in connection with the Project, or who otherwise has a claim under this Agreement. Any payment made hereunder prior to completion and acceptance of the Work, as referred to above, shall not be construed as evidence of acceptance or acknowledgment of completion of any part of the Work.

4.5 If Owner, or any other person responsible for providing construction funds from which payment to Subcontractor is to be made, delays in making payment to Contractor, then:

- (a) Subcontractor's contractual right to payment, if any, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" for purposes of this subpart shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor and Subcontractor require to pursue to conclusion their legal remedies to obtain payment against Owner and/or any other person responsible for providing construction funds, including but not limited to mechanic's lien and stop notice remedies; and
- (b) Subcontractor's right to payment, if any, based on any mechanic's lien, stop payment notice, or payment bond, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall extend to a point which would unreasonably affect or impair Subcontractor's lien, stop payment notice, or payment bond rights.
- (c) If it is determined that the above provisions are void or unenforceable under governing law, then the affected provision shall be deemed stricken from the Subcontract and Subcontractor's right to payment, if any, shall not accrue until Contractor has had up to one (1) year from the date of completion of the entire Work to make payment to Subcontractor. Nothing herein shall prevent Subcontractor from taking necessary steps to assert or preserve Subcontractor's lien, stop payment notice, or payment bond rights.

SECTION 5. TIME

Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of the Work in a form reasonably acceptable to Contractor. Subcontractor shall conform to Contractor's progress schedule and all revisions or changes made thereto. Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. However, Contractor makes no representation that it will be ready for Subcontractor at the times indicated in the printed schedule, and the schedule may be revised by Contractor as necessary. Subcontractor shall coordinate the Work with that of Contractor, and with all other contractors and subcontractors in a manner that will facilitate the efficient completion of the entire Project.

SECTION 6. PROSECUTION AND DELAYS

6.1 If Subcontractor fails to perform as required by Contractor's current schedule, Subcontractor shall, without additional compensation, accelerate the Work as Contractor may direct until Subcontractor's progress is in accordance with such schedule. Contractor shall have complete control of the premises on which the Work is to be performed and shall have the right to decide the time and order in which various portions of the Project shall be installed and the relative priority of the work of Subcontractor and other subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises.

6.2 Should Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workers, in no way caused by or resulting from fault or collusion on the part of Subcontractor, or in the event of a lock-out by Contractor, and provided that such cause is a proper basis for a time extension claim under the Prime Contract, then the time fixed for the completion of the Work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to Contractor within forty-eight (48) hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire Project within the time allowed Contractor under the Prime Contract.

6.3 No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Owner, Architect or Contractor shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be Subcontractor's sole remedy. In the event that Contractor, in its sole discretion, should seek compensation from the Owner as a result of any delay, Subcontractor shall be entitled to an equitable portion of any amount recovered by Contractor, minus Subcontractor's equitable share of the cost of pursuing said claim. If Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys' fees, to the extent that said claim is

made by Contractor at the request or for the benefit of Subcontractor. This provision shall not be construed to require Contractor to pursue any delay claim against Owner or any other party.

SECTION 7. SUBMITTALS

7.1 Subcontractor shall prepare and obtain timely approval for all shop drawings, submittals, details, samples, mockups, and operation and maintenance manuals ("Submittals"), and do all other things necessary and incidental to the prosecution of the Work as required by the Contract Documents and in conformance with Contractor's progress schedule. Submittals shall be made so as to afford Owner and Architect such period as is specified in the Contract Documents, to review and return the Submittal without affecting Contractor's schedule. Any required re-submittals shall be made in sufficient time so as not to delay Contractor's schedule or the performance of Contractor or any other subcontractors or material suppliers. Subcontractor shall not be entitled to a time extension, and shall be financially responsible, for delays in preparing or receiving approvals of Submittals (including re-submittals) which, by the exercise of reasonable diligence and judgment, could have been anticipated and avoided.

7.2 If any Submittal, whether or not approved by Owner or Architect, deviates from or is inconsistent with any aspect of the Project Plans or Specifications, and if that deviation or inconsistency is not specifically identified in the transmittal covering the particular submittal, approval of the submittal shall not constitute acceptance of the deviations shown in the submittal and Subcontractor shall still be obligated to perform the Work in accordance with the Contract Documents. Any such work shall be subject to rejection as "Defective." The provisions of this paragraph are in addition to and not in lieu of the remedies provided by law or any other provision of the Contract Documents.

SECTION 8. CHANGES IN THE WORK

8.1 Contractor, without invalidating this Subcontract, may order changes in the Work consisting of additions, deletions or other changes. If necessary, the Subcontract Price and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon in accordance with the Contract Documents. Unless otherwise specified in the Contract Documents, the value of any change order shall be limited to the actual costs incurred by Subcontractor for labor, materials, and equipment, at rates not in excess of those generally prevailing in the area where the Project is being performed, plus mark-up for overhead and profit not to exceed ten percent (10%). Equipment rental expenses shall be documented by quotes from major rental agencies verifying the prevailing rates. Subcontractor shall promptly supply Contractor with all documentation necessary to substantiate the amount of the addition to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor shall timely perform the Work as changed by the written direction.

8.2 Payment for changed work shall be made in accordance with Section 4.

8.3 Subcontractor shall not make any changes in the Work or in any way cause or allow the Work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Work, Subcontractor shall submit a request for such compensation or time prior to undertaking that work. If Contractor refuses to grant the requested compensation or time, Subcontractor shall perform the work and shall submit any claim for additional compensation or extension of the time for performance of the Work within ten (10) days after the work is performed or such shorter time as provided in the Contract Documents. If Subcontractor fails to submit a claim as required herein, or if Subcontractor makes any changes in the Work without written direction from Contractor, Subcontractor waives any claim for additional compensation or additional time, even if Subcontractor received verbal direction from Contractor or any form of direction, written, or otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and claims of any nature whatsoever associated with or in any way arising out of any such change Subcontractor makes without written direction from Contractor.

8.4 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, the Prime Contract, the Project Plans and Specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or a surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 9. DAMAGES CAUSED BY DELAYS

If Subcontractor defaults in performance of the Work or otherwise causes delay to Contractor's schedule, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work forces, overtime and additional shifts, and shall expedite the furnishing of materials so as to meet the progress schedule. Subcontractor agrees to reimburse Contractor for any and all liquidated damages that may be assessed against Contractor by Owner which are attributable to or caused in whole or in part by Subcontractor's failure to perform the Work as provided herein. In addition, Subcontractor agrees to pay to Contractor such other and additional damages, including consequential damages, as Contractor may sustain by reason of any delay caused by Subcontractor, including damages paid to other subcontractors. Payment of such damages by Subcontractor shall not release Subcontractor from its obligation to otherwise fully perform this Subcontract.

SECTION 10. BONDING OF SUBCONTRACTOR

If required by the Contract Documents, and specifically Section 1 of Exhibit D, Subcontractor shall, concurrently with execution of this Agreement, execute and deliver a labor and material payment bond and a performance bond, each in an amount equal to one hundred percent (100%) of the Subcontract Price. The Bonds shall be executed by a corporate surety and on a form reasonably acceptable to Contractor. Contractor shall reimburse Subcontractor for the actual bond premiums in an amount not to exceed two percent (2%) of the Subcontract Price. The bond premium shall be printed on the face of the bond form. Any premium expense in excess of two percent (2%) shall be paid by Subcontractor at no cost to Contractor.

SECTION 11. LIENS

11.1 Subcontractor shall defend, indemnify and hold Contractor, Owner, and Contractor's sureties harmless from and against: (1) any and all claims, liability, loss, damage, costs or expenses, including expert witness fees, reasonable attorneys' fees incurred in defense of the lien or claim, awards and judgments, arising by reason of any claims, liens, stop notices or bond claims for work, labor, services, material or equipment used or furnished to be used on the Project, or union trust fund payments, arising from or relating to Subcontractor's work on the Project, and (2) all incidental or consequential damages resulting to Contractor or Owner from such claims, liens, stop notices or bond claims.

11.2 Within ten (10) days after written demand by Contractor, Subcontractor shall cause the effect of any suit, stop notice or lien to be removed from the Project. If Subcontractor fails so to do, Contractor is authorized to use whatever means in its discretion it may deem appropriate to cause said lien to be removed or suit to be dismissed and the cost thereof, together with actual attorneys' fees incurred in defense of the lien or claim, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such lien or suit provided Subcontractor first causes its effect to be removed from the Project, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or suits.

11.3 Subcontractor's full and faithful performance of this Agreement, including payment of any amounts owed by Subcontractor to any persons furnishing work, labor, services, material or equipment, or for union trust fund payments, is a condition precedent to Subcontractor's right to receive any progress payment or final payment. Any monies paid to Subcontractor under this Agreement shall be deemed and treated as trust funds which shall not be diverted by Subcontractor for other purposes until such obligations have been discharged.

SECTION 12. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Owner, Architect, or Contractor and their representatives, safe and ample facilities for inspecting work and materials at the Project and at shops, factories or any place of business of Subcontractor and its subcontractors and material suppliers where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as reasonably required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 13. MATERIALS AND WORK FURNISHED BY OTHERS

If the Work includes installation of materials or equipment furnished by others, or work to be performed in areas to be constructed or prepared by others, Subcontractor shall examine and accept, at the time of delivery or first access, the items so provided and thereafter handle, store and install the items with the skill and care required

to ensure satisfactory completion of the Work. Subcontractor shall further, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Work and give prompt notice of any defect therein. Use of such items or commencement of work by Subcontractor in such areas shall constitute acceptance thereof by Subcontractor. Subcontractor warrants, by undertaking to perform its work, that such other items are satisfactory and acceptable and waives all claims against Contractor for additional compensation or for damages resulting from any defects therein and shall indemnify and hold Contractor harmless from and against any claims, delays, damages, or costs for any repair or corrective action. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 14. RESPONSIBILITY FOR WORK AND MATERIALS

14.1 Subcontractor shall store materials and equipment at the Project site only in areas agreed to by Contractor. Materials and equipment delivered and stored at the Project site shall be limited to materials and equipment required to be incorporated into the Work, and then only to the extent that site space restrictions can accommodate such storage. Materials and equipment, once delivered, shall not be removed from the site, except that any excess materials (excluding spare parts, attic stock, or other materials required by the Contract Documents) shall be removed by Subcontractor upon completion of the Work. Subcontractor shall be responsible for proper storage and for any damage, defect, deficiency, or theft of any material or equipment stored at the Project.

14.2 Subcontractor shall effectively secure and protect and assume full responsibility for the Work at all times until final acceptance by Owner, Architect and Contractor. Subcontractor shall also protect the Work and the workers of Contractor, Owner and other subcontractors from Subcontractor's operations.

14.3 Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Subcontractor or its subcontractors, agents, employees or guests.

SECTION 15. LABOR RELATIONS

15.1 Subcontractor shall keep a competent English-speaking representative at the job site during all times when Subcontractor's work is in progress. The representative shall be authorized to represent Subcontractor as to all phases of the Work. Prior to commencement of the Work, Subcontractor shall notify Contractor in writing who Subcontractor's representative is to be, and in the event of any change, Subcontractor shall notify Contractor in writing who the new representative is and receive Contractor's reasonable approval of this change prior to such change becoming effective.

15.2 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any government authority, including, without limitation, the requirements of the Civil Rights Act of 1964.

15.3 Subcontractor acknowledges that Contractor is signatory to the labor agreements listed in Section 28. Subcontractor also acknowledges that any of its Work affected by such labor agreements shall comply with the terms and conditions of such labor agreements, as applicable, and that Subcontractor shall at all times conduct its affairs in a manner which will promote harmonious labor relations on the Project. Subcontractor shall comply, without limitation, with the arbitration and other dispute resolution requirements of the labor agreements listed in Section 28, and in particular agrees to comply with the terms and provisions of said agreements set forth in the jurisdiction and scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board. Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified in Section 28 to agree to all of the foregoing promises and undertakings.

15.4 Subcontractor shall comply with and agrees to be bound by all applicable Federal, State, and local laws, and all regulations and ordinances pertaining to the employment of labor, including, but not limited to, all Fair Labor Standards Act provisions and the California Labor Code. Upon request, Subcontractor agrees to submit payroll reports to Contractor in accordance with the provisions of Exhibit C, attached hereto and included in this Agreement by reference. For all Public Works, as defined in California Labor Code section 1720, Subcontractor agrees to comply with all applicable federal, State, and/or local prevailing wage requirements, and further agrees to execute an affidavit signed under penalty of perjury in accordance with the provisions of Exhibit C and in the

form referred to in Exhibit C. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit is a condition precedent to Contractor's obligation to make payments to Subcontractor.

15.5 If a dual gate system is established at the job site, Subcontractor agrees that it will: (1) continue proper performance of its work without interruption or delay; (2) ensure that its employees, visitors and suppliers enter and exit the gate designated for Subcontractor; and (3) comply with all of Contractor's instructions. If Subcontractor fails to comply with this paragraph, Contractor may provide twenty-four (24) hour notice to Subcontractor to correct the problem and/or supply workers to the job. If thereafter, Subcontractor fails to correct the deficiency and diligently perform the Work, Contractor may, at its sole option, elect to have another person, firm or subcontractor temporarily or permanently replace Subcontractor and perform the Work to the satisfaction of Contractor. Subcontractor shall be liable for all costs, delays and/or decreases in value as further provided in this Agreement.

15.6 If any workers performing work covered by this Agreement engage in a strike, sympathy strike, or other work stoppage due to picketing or a labor dispute of any kind, Contractor may, without prejudice to any other remedies it may have, after twenty-four (24) hours' written notice to Subcontractor, (a) provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor or (b) terminate the Subcontractor's right to proceed with the Work, and proceed as provided in Section 16.1.2.

SECTION 16. RECOURSE BY CONTRACTOR

16.1 Failure of Performance.

16.1.1 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to begin its work hereunder when and as required by Contractor, or fails to properly and diligently prosecute the Work in accordance with the Project schedule, or fails to make prompt payment to its workers, subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or commits material breach of a provision of this Agreement, Subcontractor shall be in Default. If Subcontractor fails to cure the Default within forty-eight (48) hours after receipt of written notice of the Default, or fails to commence and continue satisfactory correction of such Default with diligence and promptness and in accordance with Contractor's direction, then Contractor, without prejudice to any rights or remedies, may:

- (a) provide any work, labor, materials, equipment and other facilities as Contractor deems necessary for the completion of the Work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees incurred as a result of Subcontractor's failure of performance;
- (b) contract with one or more contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the Project and charge the cost thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor to the extent required to protect Contractor against any cost, expense, or damage caused by the Default.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without prior notice.

16.1.2 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a Default, then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete the Work without any further compensation to Subcontractor for such use. Contractor also may furnish necessary materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Work or the Project.

In such case, Subcontractor shall be entitled to no further payment until the Project has been completed and paid for by the Owner. At that time, all of the costs, damages and expenses incurred by Contractor in performing the Work or as a result of Subcontractor's Default, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses which may exceed the unpaid balance of the Subcontract Price. Alternatively, if the Subcontract Price exceeds the foregoing, then the balance shall be paid to Subcontractor.

16.2 Termination for Convenience. Contractor may at any time and for any reason or no reason terminate Subcontractor's services and Work at Contractor's convenience. Cancellation shall be by service of seven (7) days' written notice to Subcontractor's place of business.

16.2.1 Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and the placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the Project or in transit thereto.

16.2.2 Upon a Termination for Convenience, Subcontractor shall be entitled to payment, in an amount not to exceed the Subcontract Price, only as follows: (1) the actual cost of the Work completed in conformity with this Agreement; plus (2) such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Owner; plus (3) ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as are provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment.

16.2.3 If this Agreement is terminated by Contractor for default under Section 16.1.2, above, and if it is later determined that the default termination was wrongful, such default termination automatically shall be converted to and treated as a Termination for Convenience under this Section 16.2. In such event, Subcontractor shall be entitled to receive only the amounts payable under this Section 16.2 for a Termination for Convenience and Subcontractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages.

16.3 Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorneys' fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to its subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties or damages threatened or assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; (7) failure of Subcontractor to provide acceptable evidence of insurance in full compliance with the requirements of Section 18 or (8) any other ground for withholding payment allowed by State or Federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor. The amount withheld shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

16.4 Suspension or Termination of Prime Contract. If for any reason the Prime Contract is suspended or terminated prior to completion of the Project, Subcontractor shall be entitled to payment only for that part of the Work which Subcontractor has actually completed and for which Contractor has received payment from Owner. However, if Contractor receives additional compensation or damages from Owner on account of such suspension or termination, Subcontractor shall be entitled to receive from Contractor that part of the additional compensation or damages which is equitable under the circumstances. This provision shall not require Contractor to make any claim against Owner for additional compensation or damages in the event of suspension or termination, and failure of Contractor to prosecute such a claim against Owner shall not entitle Subcontractor to any claim for additional compensation or damages against Contractor or Owner.

16.5 Bankruptcy

16.5.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement upon giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides adequate assurance of future performance;

- (c) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (d) assumes the obligations of Subcontractor within the statutory time limits.

16.5.2 Interim Remedies. If Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work.

16.5.3 Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, a markup of ten percent (10%) for overhead and profit plus actual attorneys' fees incurred as a result of Subcontractor's non-performance.

16.5.4 Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.

SECTION 17. INDEMNIFICATION

17.1 Subcontractor's Indemnification of Owner, Architect, Contractor and Others. With the exception that this Section 17.1 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes or public policy of the State of California, Subcontractor shall indemnify and/or save harmless Owner, Architect, Contractor, and any other party that Contractor is required to defend, indemnify and save harmless pursuant to the Contract Documents, including each of their officers, directors, partners, joint venturers, agents, employees, affiliates, parents and subsidiaries, and each of them ("Indemnified Parties"), from and against any and all claims, demands, causes of action, damages, costs, expenses, including expert witness fees, actual attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever (for the purposes of this Section 17, "Claims") arising out of or in connection with Subcontractor's obligations under this Agreement. Subcontractor's duties under this Section 17.1 shall apply to Claims for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness, disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Owner, Architect, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof);
- (b) Damages and penalties imposed on account of any violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor;
- (c) Infringement of any patent rights or copyrights which may be brought against the Indemnified Parties arising out of Subcontractor's Work;
- (d) Claims and liens for labor performed, non-payment or under-payment of wages, fringe or other benefit payments, or contributions by Subcontractor or by a subcontractor at any tier working under Subcontractor, or for materials used or furnished to be used on the Project, including all incidental or consequential damages resulting to Indemnified Parties from such claims or liens;
- (e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 15, Labor Relations;
- (f) Failure of Subcontractor to comply with the provisions of Section 18, Insurance;
- (g) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds (See Sections 18 and 22); or
- (h) Any failure or alleged failure to comply with the terms of this Agreement or the Contract Documents.

The indemnification requirements of this Section 17.1 shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of the Indemnified Parties. Subcontractor, however, shall not be obligated to indemnify Owner, Architect or Contractor for Claims arising from the active negligence, sole negligence or willful misconduct of Owner, Architect or Contractor or their agents, employees or independent contractors who are directly responsible to such parties, or for defects in design furnished by such parties, or for Claims that do not arise out of the Subcontractor's scope of work under this Agreement.

Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's indemnity obligations under this Section 17.1 are not affected by the insurance required elsewhere in the Agreement; nor shall the insurance obligations be limited by these indemnity provisions.

17.2 Defense of Claims. Upon receiving written tender of a Claim as defined in Section 17.1, Subcontractor shall elect to do one of the following:

(a) At Subcontractor's own cost, expense and risk, defend (with independent counsel reasonably acceptable to Contractor) the Claim, as provided under California Civil Code sections 2782(e)(1) and 2782.05(e)(1); or

(b) Reimburse Contractor and/or Owner for defense fees and costs, including attorneys' fees, incurred during the defense of the Claim, as provided under California Civil Code sections 2782(e)(2) and 2782.05(e)(2).

Further, Subcontractor shall pay and satisfy any judgment, award, fine penalty or decree that may be rendered against the Indemnified Parties arising out of any such Claim and reimburse the Indemnified Parties for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 17.

17.3 Risk of Loss. All Work performed at the Project, or in preparing or delivering materials or equipment to the Project, shall be at the risk of Subcontractor exclusively until the completed Work is accepted by Owner, Architect and Contractor.

17.4 Construction of Section. Notwithstanding any of the provisions of this Section 17, if it is finally determined by a court of competent jurisdiction that any of such provisions are void or unenforceable under governing law, then such provisions shall be deemed stricken from the Agreement and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by Subcontractor permitted by law.

SECTION 18. INSURANCE

Subcontractor agrees, at its own expense, to procure, maintain in force, and provide evidence to Contractor of such insurance coverage as is required by the Prime Contract and specifically described in Exhibit D, attached hereto and made a part of this agreement by reference. Subcontractor shall not commence any work until it obtains and provides evidence of such insurance to Contractor.

SECTION 19. DISPUTE RESOLUTION

19.1 All claims, disputes or other matters in question between the parties to this Agreement which arise from or in connection with this Agreement shall be resolved as provided in this Section. A "Claim" is a request, demand or assertion by one of the parties seeking an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to its obligations under the Contract Documents. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim rests with the party making the Claim.

19.2 Initially, and promptly after identification of a Claim, Contractor's project manager and Subcontractor's project representative shall meet face-to-face to review and consider the Claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing all pertinent documents and information relating to the matters and issues in dispute; (2) freely and candidly discussing each party's position; and (3) reaching agreement upon a reasonable, compromise resolution of the Claim.

19.3 If the project managers are unable to resolve the Claim and if the Claim is not one that Contractor believes should be submitted to Owner, a senior representative from Contractor and a senior representative from Subcontractor each shall review the Claim in detail and then meet face-to-face to discuss and resolve the matter. This meeting of senior management representatives shall occur no later than fifteen (15) days after the meeting of the project representatives, unless the parties both agree upon a longer period of time. The parties shall promptly designate a senior representative for purposes of this section. Either party may, if necessary, designate a different senior representative at any time during the course of the Project.

19.4 If any Claim not involving the Owner remains unresolved after the meeting of the senior management representatives or subsequent meeting(s) as agreed upon by the parties, Contractor and Subcontractor agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator. Unless the parties both agree upon a longer period of time, the mediation shall be held no later than sixty (60) days after the meeting of the senior management representatives. No later than thirty (30) days prior to the mediation date, the parties shall exchange in a cooperative and forthright manner all documents, data and information relating to the Claim, excepting only those items protected by the attorney/client or other applicable privilege. The parties shall share equally the mediator's fee for the mediation.

19.5 Contractor and Subcontractor shall not be obligated to resolve disputes arising under this Agreement by arbitration, unless (i) the Prime Contract has an arbitration provision; and (ii) a particular dispute between Contractor and Subcontractor involves issues of fact or law which Contractor is required to arbitrate under the terms of the Prime Contract. If arbitration is required under the terms of this provision, the same arbitrator(s) utilized to resolve the dispute between Owner and Contractor shall be utilized to resolve the dispute under this provision.

19.6 If Contractor and Owner or others arbitrate matters relating to this Subcontract, Subcontractor shall be required, at the request of Contractor, to prepare and present Contractor's case, at Subcontractor's expense, to the extent the proceedings relate to this Subcontract.

19.7 In the event of any dispute or Claim between Contractor and Owner which directly or indirectly involves the Work, or in the event of any dispute or Claim between Contractor and Subcontractor concerning additional compensation or an extension of time under the Contract Documents, or in the event any dispute or Claim arising hereunder involves or is alleged to involve the Owner or its representatives, then the dispute resolution procedures of the Prime Contract (which procedures are incorporated herein as if fully set forth) shall apply and Contractor shall have the right to join the Subcontractor as a party in any dispute resolution procedure (including, without limitation, alternative dispute resolution procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and Contractor, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents, and by the results of any dispute resolution procedure in the Prime Contract, and by all decisions, findings or determinations made thereunder by a person so authorized, or by any arbitrator, administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before such person, arbitrator, agency or court. If any dispute or Claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose, and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such Claim or dispute, and Subcontractor shall be bound by any settlement of which it has notice and which is made by Contractor in good faith. It is expressly understood and agreed in connection with the determination of such Claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with the Project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor.

19.8 Subcontractor agrees to timely comply with any claims certification or documentation requirements contained in the Contract Documents or required by applicable law. Subcontractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code §12650 et seq.). Submission by Subcontractor of any claim (as the term "claim" is defined in False Claims Act) to Contractor in connection with the Project shall constitute a representation by Subcontractor to Contractor that any such claim is not in any respect in violation of the False Claims Act. Subcontractor further agrees that no action of Subcontractor relating to any such claim shall violate any provision of the False Claims Act. In its sole discretion, Contractor may require Subcontractor to certify under penalty of perjury the validity and accuracy of any claim which Subcontractor wishes to submit to Contractor or Owner. The claims certification shall be in a form satisfactory to Contractor. Subcontractor's compliance with this claims certification requirement shall be a condition precedent to any obligation Contractor otherwise may have to review the claim, make any payment on the claim, or to forward the claim to Owner.

19.9 If Subcontractor submits any Claim which by its nature is a pass through claim, i.e., a claim which if meritorious ultimately should be paid by Owner rather than Contractor, Contractor may, in its sole discretion, require Subcontractor to enter into a pass-through agreement, whereby Contractor authorizes Subcontractor to prosecute the Claim in Contractor's name and Subcontractor agrees that the recovery which it obtains on the Claim will be limited to the amount, if any, it receives from Owner. The terms of any such pass-through agreement shall be satisfactory to Contractor. Subcontractor shall reimburse Contractor for any reasonable attorneys' fees incurred by Contractor in connection with the preparation of the pass-through agreement or on account of the Claim being prosecuted by Subcontractor in Contractor's name. Further, Subcontractor shall defend and indemnify Contractor from and against any cross-claim or counterclaim brought by Owner against Contractor on account of the Claim being pursued by Subcontractor.

19.10 No Claim, dispute or controversy shall interfere with the progress and performance of the Work, and in all instances Subcontractor shall proceed with the Work as directed by Contractor. Any failure of Subcontractor to comply herewith and to proceed with the Work shall automatically be deemed a breach of this Agreement, which shall entitle Contractor to all appropriate remedies, including without limitation those enumerated in Section 16 of this Agreement.

SECTION 20. SAFETY PRACTICES

20.1 Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Owner and Contractor. All of Subcontractor's employees shall possess and wear code-compliant personnel protection equipment (i.e. hardhats, boots, appropriate clothing, safety eyewear, etc.) at all times while working on the Project site. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

20.2 Subcontractor shall comply with all safety orders given by Contractor should job site conditions require special safety requirements. All employees, suppliers and contractors who provide job site services on behalf of Subcontractor shall furnish and wear protective clothing at all times on the job site. This clothing shall include such items as hard-sole shoes, shirts and hardhats. Absolutely no personnel will be allowed on the job site without a hardhat.

20.3 Subcontractor must report immediately by telephone or messenger to Contractor all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or serious damage. This initial report is to be promptly followed by a written accident report and accident investigation report. Subcontractor shall also strictly follow all CAL/OSHA accident reporting requirements and follow-up accident investigations. If any claim is made by anyone against Subcontractor or any of its subcontractors or material suppliers on account of any accident, Subcontractor shall promptly report the facts in writing to Contractor, giving full details of the claim.

SECTION 21. WARRANTY

21.1 Subcontractor warrants to Owner, Architect, and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 21 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. The duration of this warranty shall be for the period required by the Contract Documents or the longest period permitted by the law of the State of California, whichever is longer.

21.2 Defective or nonconforming materials or work shall, at Contractor's option, immediately upon discovery be repaired or replaced at Subcontractor's sole expense, to the satisfaction of Owner, Architect, and Contractor. The cost to repair any adjacent work or materials disturbed or damaged during or as a result of any such corrective work also shall be paid by Subcontractor. All corrective work and materials are guaranteed by Subcontractor in the same manner. No inspection, failure of inspection, or payment to Subcontractor shall be deemed a waiver of any of the rights or obligations otherwise arising under this Subcontract. If Subcontractor fails or refuses, within seven (7) days after written demand by Contractor, to correct any defective or nonconforming materials or work, Contractor may, without further notice or demand, cause such defective or nonconforming materials or work to be repaired or replaced by others. Subcontractor shall immediately reimburse Contractor for the cost of such repair or replacement.

SECTION 22. USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses any equipment, materials, labor, supplies or facilities owned, leased, or furnished by Contractor, Subcontractor shall reimburse Contractor at market rates. Further, Subcontractor assumes all responsibility for, and shall indemnify Contractor against, claims, actions, liabilities, expenses, and physical damage arising out of or in connection with such use by Subcontractor or its agents, employees, or permittees. If Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished. Subcontractor will only be allowed to use Contractor's equipment, materials, labor, supplies, or facilities if approved in writing by Contractor.

SECTION 23. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without Contractor's prior written consent, assign, transfer, or sublet all or any portion or part of the Work, or assign any payments hereunder to others. Contractor may assign or transfer the whole or part of this Subcontract, and its rights hereunder, to any corporation, individual, partnership, or limited liability company.

SECTION 24. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Subcontract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all necessary permits, certifications and licenses for the Work; pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor certifies that it has a valid California State Contractor's License, including the proper classification(s), to do the Work, and that the license is current, active, and in good standing. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 25. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform the Work so as to maintain the site in a clean, safe and orderly condition. Contractor may direct Subcontractor to clean its work area at any time Contractor deems it necessary. Upon completion of the Work or a designated portion, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, and other visible components of the Work, and comply with all requirements of the Contract Documents. If Subcontractor fails to perform periodic clean-up, or fails to perform clean-up as directed by Contractor, Contractor may, after giving Subcontractor notice and an opportunity to cure the problem, cause those areas to be cleaned, with all costs associated with this clean-up being charged to Subcontractor.

SECTION 26. EXCUSE, WAIVER

Any act or omission of Contractor which Subcontractor might claim as an excuse for its own failure to perform shall be deemed waived by Subcontractor unless it shall notify Contractor of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by Contractor shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Subcontractor expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party that drafted the contract.

SECTION 27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and is deemed entered into and executed in Sacramento, California.

SECTION 28. LABOR AGREEMENTS

Carpenters 46th Northern California Counties Conference Board and Its Affiliated District Councils and Local Unions. Expires June 30, 2023.

Northern California District Council of Laborers of the Laborers International Union of North American AFL-CIO. Expires June 30, 2023.

District Council of Plasterers and Cement Masons of Northern California. Expires June 30, 2023.

SECTION 29. NOTICES

29.1 All notices, requests, documents, approvals and other instruments made, given or delivered pursuant to and in connection with this Agreement shall be in writing. Written notice may be accomplished by personal delivery, by transmitting a copy by facsimile machine, by use of the United States mail, by use of overnight delivery service, by electronic mail ("e-mail") or any standard form of telegraphic communications. The written notice shall become effective when the notice is hand-delivered to the party or its representative at the Project or at the office address of the party appearing on the face of the Agreement, upon transmission by facsimile machine as evidenced by a facsimile confirmation (if transmitted before 5:00 p.m. at the place of delivery on a business day, otherwise on the next business day), two days after mailing by U.S. Mail, or upon the receipt of the notice as evidenced by a delivery receipt. If notice is accomplished by e-mail, the notice shall become effective when the e-mail enters an information processing system that the recipient has designated or uses for the purpose of receiving e-mail, and from which the recipient is able to retrieve the e-mail.

29.2 Upon mutual agreement of the parties, e-mail may be used as a method of Project correspondence. The parties understand and agree that e-mail correspondence is a "writing" under California evidence law, and as such, shall be interpreted with the same force of law as a conventional mailed letter or other forms of conventional written communication.

29.3 The parties may agree to conduct certain Project-related transactions by e-mail, including but not limited to, approvals, rejections, amendments to the Agreement, Change Orders, Construction Change Directives, or orders for minor changes in the Work issued by the Owner or Contractor. In the event the parties so agree, they shall execute a separate and optional agreement, the form of which will be provided by Contractor, the primary purpose of which is to authorize transactions to be conducted by electronic means. The parties shall further subscribe to a mutually agreeable authentication service for the duration of the Project, or such shorter time as the Parties may mutually agree, for the purpose of authenticating digital signatures and verifying that documents related to electronic transactions are not altered once signed. The Parties' agreement to conduct transactions by electronic means shall in no way limit the Parties from conducting such transactions at any time by conventional written means, if they so desire.

29.4 In addition to any other document retention requirements hereunder, the parties specifically agree to retain copies of all electronic records generated in connection with the Project for a period of at least three (3) years, or for such longer period as may be required by law or reasonably requested by Contractor, after the final payment.

29.5 Subcontractor shall, at all times during its Work, have a representative authorized to receive written notices present on the Project site during all normal working hours. In the absence of such a representative, personal delivery is complete when the notice is delivered to any of Subcontractor's supervisors or workers.

SECTION 30. LICENSE LAW

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

SECTION 31. EXECUTION

By their signature below, each of the following individuals represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

DATED: _____

DATED: _____

CONTRACTOR:

SUBCONTRACTOR:

**John F. Otto, Inc. dba
OTTO CONSTRUCTION**

By: _____

By: _____

Name: **Allison Otto**

Name: _____

Title: **President**

Title: _____

1717 2nd St.

Sacramento, CA 95811
(Address)

_____ (Address)

178809 **9/30/2024**
(Contractor's License No.) (Expiration Date)

_____ _____
(Contractor's License No.) (Expiration Date)

A, B
(License Classification)

(License Classification)

EXHIBIT A

SCOPE OF WORK

Per plans and specifications, particularly section(s) ..., including Division 00 and 01 requirements as they apply to this scope of work, furnish labor, material, equipment, and supervision to complete all

Including but not limited to:

Clarifications:

Excludes:

Miscellaneous Instructions:

1. Subcontractor is required to submit a copy of its updated and current Injury & Illness Prevention Program and a job specific safety plan to Contractor, as mandated by Title 8, prior to mobilizing on the jobsite. It will be reviewed as required by Construction Safety Orders, Article 3, General Subsection 1509, titled, "Injury and Illness Prevention Program."
2. [Additional project- and site-specific instructions]
3. See Exhibit B – Supplemental Conditions
4. See Exhibit C – Public Works
5. See Exhibit D – Bonds and Insurance
6. See Exhibit E – Skilled & Trained Workforce Requirements
7. See Exhibit F – Project Labor Agreement

EXHIBIT B

SUPPLEMENTAL CONDITIONS

Subcontract Agreement includes the following terms and conditions:

1. Work shall be performed by skilled tradesmen with experience in performing Subcontractor's work.
2. Specifications and drawings will be provided electronically by Contractor. If hard copy plans or specifications are needed, they are available at Subcontractor's expense.
3. All correspondence shall go through Contractor, including but not limited to: submittals, RFIs, letters, memos, telecommunications, and e-mails. Contractor shall be given ample notice and shall approve any contact with the Owner, Architect, engineers, consultants, construction manager or government agencies.
4. All crane and forklift picks must be coordinated in advance with the Contractor's superintendent.
5. Subcontractor, its officers, employees, lower-tier subcontractors and their officers and employees are strictly prohibited from posting documents related to the Project and/or photos or video of the Project or its operations to social media or any other public platform or forum, or otherwise sharing any such documents, photos, or video with anyone not currently employed on the Project, without prior written authorization from Contractor. Any such authorization by Contractor is not to be construed as a blanket approval for the posting or sharing of any and all documents, photos, or video related to the Project. Contractor reserves the right to approve the posting or sharing of individual documents, images, and videos on a case-by-case basis.
6. Subcontractor shall:
 - a. Examine the conditions under which the work is to be installed from a safety and sequential standpoint and notify Contractor in writing immediately if the conditions are unsafe or detrimental to proper performance prior to beginning work. Subcontractor is not to proceed until the required correction has been accomplished or addressed.
 - b. Provide Contractor and other trade subcontractors information (drawings, diagrams, data, templates, dimensions, embedments, etc.) for the purpose of coordinating work with other trade subcontractors. Subcontractor shall coordinate all work with the work of other trades through Contractor for proper function and sequence to avoid misinterpretation, interference, and impact.
 - c. Prepare coordination drawings before beginning fabrication or delivery of materials to the project. Drawings shall include, but not be limited to piping, ducts, conduit, fixtures and equipment for all utilities, and should demonstrate that such items will fit in the space available within the structure.
 - d. Prior to starting work, attend a pre-installation meeting as required by the specifications or as requested by the construction manager or Contractor.
 - e. Provide daily reporting to Contractor's site personnel, including crew roster.
 - f. Have a qualified superintendent or foreman on site at all times while performing any work.
 - g. Attend weekly coordination meetings as required.
 - h. Furnish two (2) copies each of Safety Data Sheets (SDS) for all materials and products used in performance of the work.
 - i. Furnish and install structural backing required for mounting and installing own equipment prior to framing activities being performed.
 - j. Provide all detailed layout from the indicated benchmark and control points as needed to perform its work.
 - k. Provide seismic calculations for mounting own work and equipment as required.
 - l. Provide sleeving, fire stopping, fire caulking, and access panels as required.
 - m. Welding certificates as indicated and required.
 - n. Provide fire watch for all welding and hot work activities.
 - o. Field-verify dimensions, materials, and conditions prior to beginning its work.
 - p. Provide daily cleanup of work areas, and place debris in trash bins provided by Contractor. Subcontractor shall be required to haul from the jobsite all materials and debris not normally associated with dumpster refuse, including, but not limited to material/debris type, composition, weight, and/or size at their own expense.
 - q. Comply with onsite recycling/garbage program by depositing debris generated by its work activities in designated bins provided by others.
 - r. Keep parking lot and sidewalks clean from soil deposits and other debris relating to own work.
 - s. Provide traffic plans and traffic controls as required during the delivery and performance of its work; secure street closure permits as required to perform its work; provide flagman, safety signs, flashers and barricades necessary to control pedestrian and vehicular traffic.
 - t. Provide dewatering, dust control, and/or soil stabilization as required for its work.
 - u. Provide electrical cords to distribute power to its work. Temporary electrical distribution boxes will be provided by others at fixed locations.

EXHIBIT B

SUPPLEMENTAL CONDITIONS

- v. Provide task lighting for work activities. Contractor shall provide access lighting.
 - w. Provide temporary utilities if required during shutdown periods caused by its work.
 - x. Submit to Contractor a written request for coordination and approval prior to removing any safety barrier and/or guardrail. Subcontractor shall be responsible to provide an alternate approved means of safety precaution and/or a full-time watchman for the duration that the safety barrier and/or guardrail are removed.
 - y. Remove and replace by day's end any site perimeter fencing necessary to perform its work.
 - z. Coordinate work to minimize impact on SWPPP items; replace any damaged SWPPP items and notify the on-site superintendent before leaving the site.
 - aa. Furnish trench plate(s) as required, as it relates to its work.
 - bb. Perform pre-tests prior to requesting inspections.
 - cc. Assist testing lab as required to minimize inspection time.
 - dd. Pay for additional testing for corrective work.
 - ee. Update as-built drawings weekly at Contractor's onsite trailer.
 - ff. Provide guarantees, warranties, operation and maintenance manuals, Owner training (including demonstration/training of all equipment and systems operation and maintenance procedures) extra materials, and as-builts, as required.
 - gg. Provide identification including but not limited to labels, underground line warning tape, engraved nameplates and signs as required.
 - hh. Provide a schedule of values and cost-loaded schedule information for approval immediately upon receiving this fully executed Agreement.
7. Payment Compliance:
- a. Subcontractor shall submit a draft copy of its monthly invoice by the 20th of each month to Contractor's Accounting Department for review and approval. **E-mail to ap@ottoconstruction.com.**
 - b. Billings must be submitted using or accompanied by the Application for Payment form, for work performed through the last working day of the month being invoiced
 - c. After approval Contractor's project manager, forward the original invoice to Contractor's main office by the 5th of the following month.
 - d. In conjunction with the conditions of Section 4 of the Subcontract Agreement, no payments will be made to Subcontractor until the following items are in place:
 - i. The subcontract agreement has been fully executed
 - ii. Change Orders for which payment is being requested are fully executed
 - iii. Acceptable certificates of insurance and endorsements are provided and current
 - iv. Valid lien releases are provided from Subcontractor and Subcontractor's supplier(s) and lower-tier subcontractor(s) (each month)
 - v. Proof of payment of union fund contributions (if applicable)
 - vi. Certified payroll and other legally required public works paperwork is in compliance (if applicable)
 - vii. All compliance items required by this project have been submitted using the correct forms
 - viii. In addition to the items listed above, before final payment will be made, Subcontractor and its lower-tier subcontractors must each provide Contractor with a completed and signed Affidavit of Compliance with California Skilled and Trained Workforce Requirements (included in Exhibit E).
 - e. Joint checks will be issued for final payments to Subcontractor and its suppliers and sub-tier contractors who have filed a preliminary notice. Subcontractor's suppliers and sub-tier contractors who have not filed a preliminary notice but have provided the proper conditional final lien release will be issued a joint check if there are available funds due to Subcontractor. Direct checks for the final balance will be issued to Subcontractor if Contractor has received unconditional final lien releases from Subcontractor's suppliers and sub-tier contractors.
 - f. Payments for materials or equipment stored at the Project site shall be conditioned upon submission of bills of sale and Owner's approval.
8. Subcontractor Change Orders (SCOs):
- a. Cost quotations for change orders shall include an itemized breakdown of labor, material, equipment and services (including all taxes). Cost quotations from lower-tier subcontractors are required.
 - b. Overhead shall include preparation of all paperwork relating to the changes in the work, including field review, estimating, cost breakdowns, coordination and supervision of both office and field, trucks, gas, maintenance, small tools, incidentals, consumables, warranties and insurance.

EXHIBIT C

Special Provisions for Public Works Projects

1. REPORTS

- 1.1 Subcontractor and its subcontractors shall furnish weekly Certified Payroll Reports to LCP Tracker. These reports are due within seven (7) days of the ending of the payroll period. A statement of fringe benefits paid is due with the first certified payroll report and any time fringe benefit amounts change, if fringe benefits are paid to an approved plan, fund or program. As required by sections 1770 and following, of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Subcontractor shall execute and submit the form and an affidavit signed under penalty of perjury confirming that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due pursuant to Labor Code section 1813. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit and reporting form are conditions precedent to Contractor's obligation to make payments to Subcontractor. These provisions are only applicable to Public Works, as defined in Labor Code section 1720.

- 1.2 Employment Utilization Reports are due to Contractor's main office by the fifteenth (15th) day of each month for the previous month.
- 1.3. Subcontractor's payments will be withheld until required certified payroll and employment utilization reports, if required, are received and approved.
- 1.4 Subcontractor will comply with and execute all forms referenced, including Forms DAS 140, DAS 142, and CAC 2. Subcontractor must show proof that Form DAS 140 was properly filed and a request for dispatch of apprentices was made before starting work on the Project.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of LCP Tracker Requirements
- (2) Attachment C-1: Subcontract Addendum for California Prevailing Wage Projects
- (3) LCP Tracker Introduction & Quick Start Guide
- (4) LCP Tracker Setup Worksheet

Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.



EXHIBIT C – PUBLIC WORKS

LABOR COMPLIANCE REQUIREMENTS

All reports are to be submitted through LCP Tracker, a web-based compliance program employed by Otto Construction. A reference guide is included in the contract package. No hard copies are required. A user name and password will be emailed to you if you are a new LCP Tracker user.

Forms can be found in LCP Tracker eDocuments
Upload Items 1 and 2 before starting work at the jobsite

Prior to construction:

1. ***Fringe Benefit Statement***
 - Upload to LCP Tracker before starting work at the jobsite and after any change occurs.
 - Must be re-submitted when wage rates are updated or if there is any change in fringe benefits, with effective dates.
2. ***Public Works Contract Award Information Form DAS 140***
 - After uploading the DAS140 to LCP Tracker, mail the original(s) to the appropriate Joint Apprentices Training Committee(s). LCP Tracker does not automatically transmit this form to the Committee(s).
3. ***If you have sub-tier contractors who will be performing labor, enroll them in LCP Tracker***
 - Go to "Set Up," "Subcontractor Set Up" and "Add/Edit Contractor." Enter all information with asterisks. Go back to "Contractor Assignment" and save to the specific project.
 - LCP Tracker will send password information to your subcontractor via email when the assignment is complete.
 - Sub-tier contractors performing labor at the jobsite must meet all compliance & insurance requirements. Pass on all information you have received.
4. ***Establish an "e-signature"***
 - Log into LCP Tracker and go to the blue "Set Up" tab at the top of the page. Click on "Edit E-Signature." Establish a password that will become a digital electronic stamp substituted for a wet certification signature on your certified payroll.
5. ***Register with the DIR***
 - Go to <http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The online application along with instructions for completing it can be found there.

Attachment C-1

OTTO CONSTRUCTION

SUBCONTRACT ADDENDUM FOR CALIFORNIA PREVAILING WAGE PROJECTS

1. The following provisions of California Labor Code sections 1725.5, 1771, 1775, 1776, 1777.5, 1813 and 1815 are incorporated into this Agreement. Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its Work on the Project described in this Agreement.
2. Prior to receiving final payment for Work performed on this Project, Subcontractor must sign and deliver to Contractor the attached affidavit, stating under penalty of perjury that Subcontractor has paid the specified general prevailing rate of per diem wage to all of Subcontractor's employees on the Project and any amounts due pursuant to section 1813.
3. Subcontractor agrees to indemnify and hold Contractor harmless from any fines, forfeitures, damages, liabilities, losses, penalties, assessments, attorneys' fees, costs and any other expenses arising out of, or connected in any way to, Subcontractor's alleged or actual failure to comply with the above-referenced California Labor Code provisions.

LABOR CODE PROVISIONS

1725.5. Registration with the Department of Industrial Relations

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

- (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
 - (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
 - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
 - (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
 - (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
 - (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1771. Requirement of prevailing local rate for work under contract.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. Forfeiture for paying less than prevailing rate; Rights of workers.

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$ 50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. Payroll record of wages paid; Inspection; Forms; Effect of noncompliance; Penalties.

(a) Each contractor and subcontractor shall keep accurate payroll records, 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. Employment of apprentices on public works.

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the

area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1813. Penalty when workman required to work excess hours; Stipulation in contract; Cognizance and report of violations.

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Work performed in excess of specified hour limitations; Compensation.

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- 1) Bonds. Payment and performance bonds are [not] required of Subcontractor under this Agreement.
- 2) Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, from companies licensed and qualified in California, having a minimum A.M. Best rating of **A-VII**, acceptable to Contractor, and satisfying all requirements of the Prime Contract, as follows (if higher limits or different requirements are stated in the Prime Contract Documents, those requirements shall control):
 - A. Worker's Compensation and Employer's Liability Insurance.
 - i. Worker's compensation insurance shall be provided as required by any applicable law or regulation.
 - ii. Employer's Liability insurance shall be provided in amounts not less than:
 - **\$1,000,000** each accident for bodily injury by accident
 - **\$1,000,000** policy limit for bodily injury by disease
 - **\$1,000,000** each employee for bodily injury by disease
 - iii. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or other Federal Acts or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - iv. The policies shall contain a Waiver of Subrogation in favor of the Contractor and Owner and other indemnified parties.
 - B. General Liability Insurance.
 - i. Subcontractor shall carry Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - premises and operations;
 - products and completed operation, which shall:
 - cover materials designed, furnished and/or modified in any way by a Subcontractor;
 - have a separate aggregate limit at least equal to the CGL per occurrence limit;
 - be maintained through the longer of the statute of limitations or repose for Construction Defect claims in the state where the work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds; and
 - cover independent subcontractors.
 - contractual liability insuring the obligations assumed by the Subcontractor in this Agreement in a form at least as broad as ISO CG 0001;
 - broad form property damage (including completed operations);
 - explosion, collapse and underground hazards; and
 - personal injury liability.
 - ii. Subcontractors Commercial General Liability policy, shall have limits of liability not less than:
 - **\$2,000,000** each occurrence
 - **\$2,000,000** for personal injury liability
 - **\$4,000,000** aggregate for products-completed operations
 - **\$4,000,000** general aggregate
 - iii. The following parties shall be named as additional insureds ("Additionally Insured Parties") under the Commercial General Liability insurance:
 - **John F. Otto, Inc. dba Otto Construction**
 - **Sacramento City Unified School District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)**
 - **Nacht & Lewis Architects**

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iv. The Additional Insured Endorsement(s) shall be at least as broad as ISO Form CG 20 10 07 04 ("Additional Insured – Owners Lessees or Contractors") and ISO Form CG 20 37 07 04 ("Additional Insured – Completed Operations") or comparable form(s) accepted in writing by Contractor.
 - v. Coverage shall apply on a primary and non-contributory basis and any other insurance carried by the Additionally Insured Parties will be excess only.
 - vi. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Subcontractor or any of its subcontractors.
 - vii. Subcontractor shall not provide general liability insurance under any Claims Made Commercial General Liability form, or modified occurrence form.
 - viii. The policy shall contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
 - ix. The general aggregate limit shall apply on a per-project basis.
 - x. The insurance shall provide coverage for completed operations for all additional insureds for four (4) years following completion of the Project. Additionally, Subcontractor shall maintain commercial liability insurance with the coverages stated in this section, including products-completed operations, and contractual liability, for a period of ten (10) years following completion of the Project.
 - xi. Subcontractor shall be responsible for all premiums, deductibles, and self-insured retention. All deductibles or self-insured retentions over \$25,000 must be approved by Contractor, in writing.
- C. **Umbrella/Excess Liability.** Subcontractor shall carry Umbrella or Excess Liability coverage with the following minimum limit:
- i. Subcontract Amount (including SCOs) up to 10% of the Prime Contract amount: **Five Million Dollars (\$5,000,000)**.
 - ii. Subcontract Amount (including SCOs) over 10% of the Prime Contract amount: **Ten Million Dollars (\$10,000,000)**.
 - iii. The policy shall be at least following form to the primary policies and shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- D. **Automobile Liability Insurance.**
- i. Subcontractor shall procure and maintain automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The limits of liability shall be no less than **Two Million Dollars (\$2,000,000)** combined single limit each accident for bodily injury and property damage.
 - ii. The Additionally Insured Parties, named above in Section 2(b)(iii), shall also be named as additional insureds on Subcontractor's Automobile Liability Insurance.
 - iii. This policy shall also contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
- E. **Professional Liability Insurance.** In the event Subcontractor is performing design or engineering services under this Agreement, professional liability insurance is required with a limit of liability of not less than **One Million Dollars (\$1,000,000)** per occurrence or claim. Coverage will be maintained for four (4) years or for the period of the statute of limitations or repose for Design Defect claims in the state where the work is performed, whichever is period longer. Subcontractor shall require all of its subcontractors with design or engineering responsibilities to procure identical professional liability insurance.
- F. **Property Insurance.**
- i. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
 - ii. If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage of Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible or self-insured retention amount applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iii. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit.
 - iv. If Owner and Contractor have not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor, and its subcontractors in the Work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.
- G. Environmental/Pollution Insurance.
- i. If Subcontractor's Work includes the handling, transportation, and/or disposal of hazardous materials, Subcontractor shall procure, maintain, and keep in force at all times during the term of this Agreement, at Subcontractor's sole expense, Environmental Liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos, in the types and amounts outlined in the Prime Contract. If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:
 - 1. The "Retro Date" must be shown, and must be on or before the date of the beginning of the Work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the term of the Prime Contract.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" on or prior to beginning of the Work, Subcontractor must purchase "extended reporting" coverage for a minimum of one (1) year after the completion of the term of the Prime Contract.
- H. Certificates of Insurance.
- i. Certificates of insurance including copies of the Additional Insured endorsement(s), as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall reflect all exclusions not contained in the CG 00 01 policy form. Subcontractor shall have a continuing duty to provide evidence of current insurance coverage compliant with this Agreement.
 - ii. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under Section 18. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may withhold payment until compliance is completed, obtain and maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement. Subcontractor shall require each of its subcontractors to procure and maintain insurance of the types and in the amounts specified herein, or shall insure the activities of its subcontractors in its own policy in like amount.
 - iii. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Prime Contract Documents, Subcontractor shall comply with such requirements.
- I. Subcontractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement and the insurance provisions of this Agreement shall likewise not be limited by the indemnity provisions of this Agreement.
- J. Contractor shall be provided with thirty (30) days' prior written notice of cancellation or material change in the policy language or terms.
- K. Waiver. Failure of Contractor to enforce in a timely manner any of the provisions herein shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions herein must be delineated in the Contract Documents.
- L. The Contractor may, in its sole discretion, accept the Umbrella/Excess Liability Insurance Policy that brings Subcontractor's primary limits to the minimum requirements stated herein.

EXHIBIT E

Skilled and Trained Workforce Requirements

1. PUBLIC CONTRACT CODE CHAPTER 2.9 COMPLIANCE

- 1.1 Compliance with Public Contract Code Chapter 2.9, is required on the Project. Pursuant to this statute, Contractor has provided to the Owner an enforceable commitment that the Contractor will comply with the statute and that every trade and specialty subcontract awarded will be subject to the requirements in Public Contract Code Chapter 2.9 with respect to a skilled and trained workforce including, without limitation, the requirement that specified percentages of the workforce, which percentages change over time, must be graduates of an approved apprenticeship program.
- 1.2 As part of this commitment, Subcontractor and its subcontractors at every tier will comply with the requirements of Public Contract Code Chapter 2.9 and will provide to Contractor, to be forwarded on to Owner, on a monthly basis while the Work is being performed, a **Monthly Skilled and Trained Workforce Report** demonstrating that Subcontractor and its lower-tier subcontractors are in compliance with these requirements. This report shall be **due no later than the 10th of the month** following the month being reported.
- 1.3 If the required report for any given month shows the required percentages were not met during that month, then Subcontractor shall provide an explanation on the Monthly Skilled and Trained Workforce report as to why the percentages were not met and how they will be met by the end of the onsite phase of the Work. If the Contractor and Owner are not reasonably assured by Subcontractor that compliance will be achieved by the end of the onsite phase of the Work, then Contractor may terminate the Agreement.
- 1.4 Failure to provide the Monthly Skilled and Trained Workforce Report for any given month in a timely manner shall be held as grounds for Contractor to withhold payment from Subcontractor. No further payment shall be made unless and until the required report(s) has been submitted. If Subcontractor fails on more than one occasion to provide the required Monthly Skilled and Trained Workforce Report or fails to provide any missing report within thirty (30) calendar days after its original due date, in addition to withholding payment, the Contractor may terminate the Agreement and/or exercise any other rights under the Agreement and/or law. All such remedies are cumulative.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of Public Contract Code Chapter 2.9 Requirements
 - (2) Monthly Skilled and Trained Workforce Report
- 2.1 Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.

SUMMARY OF PUBLIC CONTRACT CODE CHAPTER 2.9 REQUIREMENTS

1. All non-apprentice labor shall have the skills of a journeyperson in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.
2. All of the workers on the Project must be either "skilled journeypersons" or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief"). A "skilled journeyman" is a worker that either a) graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or b) has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief. In addition, the following percentages of the skilled journeypersons employed to perform work on the Project must be graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor:
 - On or after January 1, 2017: thirty percent (30%) or more;
 - On or after January 1, 2018: forty percent (40%) or more;
 - On or after January 1, 2019: fifty percent (50%) or more; and
 - On or after January 1, 2020: sixty percent (60%) or more.
3. For an apprenticeable occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements above may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in which the Project is located.
4. For reference, below is a reproduction of California Public Contract Code Chapter 2.9.

PUBLIC CONTRACT CODE CHAPTER 2.9

"Skilled and Trained Workforce Requirements"

2600.

(a) This chapter applies when a public entity is required by statute or regulation to obtain an enforceable commitment that a bidder, contractor, or other entity will use a skilled and trained workforce to complete a contract or project.

(b) A public entity may require a bidder, contractor, or other entity to use a skilled and trained workforce to complete a contract or project regardless of whether the public entity is required to do so by a statute or regulation.

2601.

For purposes of this chapter:

(a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

(b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) "Graduate of an apprenticeship program" means either of the following:

(1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.

(2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(d) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

(1) All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

(2)

(A) For work performed on or after January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster.

(B) For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(C) For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(D) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(3) For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

(4) The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:

(A) At least the required percentage of the skilled journeypersons employed by the contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.

(B) For the hours of work performed by skilled journeypersons employed by the contractor or subcontractor on the contract or project, the percentage of hours performed by skilled journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

(5) The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if, during the calendar month, the contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the contract or project.

(6) A subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if both of the following requirements are met:

(A) The subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed subcontractor.

(B) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

(e) "Skilled journeyperson" means a worker who either:

(1) Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

2602.

(a) When a contractor, bidder, or other entity is required to provide an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project, the commitment shall be made in an enforceable agreement with the public entity or other awarding body that provides both of the following:

(1) The contractor, bidder, or other entity, and its contractors and subcontractors at every tier, will comply with this chapter.

(2) The contractor, bidder, or other entity will provide to the public entity or other awarding body, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this chapter.

(b) If the contractor, bidder, or other entity fails to provide the monthly report required by this section, or provides a report that is incomplete, the public agency or other awarding body shall withhold further payments until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to the contractor, bidder, or other entity, the public agency or awarding body shall only withhold an amount equal to 150 percent of the value of the monthly billing for the relevant subcontractor. If a public agency or other awarding body withholds amounts pursuant to this subdivision, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor until the subcontractor provides the contractor, bidder, or other entity a complete report, and the public agency or awarding body subsequently pays the contractor, bidder, or other entity the withheld payments. If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to provide a complete report, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(c) If a monthly report does not demonstrate compliance with this chapter, the public agency or other awarding body shall do all of the following:

(1) Withhold further payments until the contractor, bidder, or other entity provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. All of the following shall apply to the withholding of payments under this paragraph:

(A) The public agency or awarding body shall withhold an amount equal to 150 percent of the value of the monthly billing for the entity that failed to comply with this chapter, or 150 percent of the value of the monthly billing for the subcontractor that failed to comply with this chapter. If a public agency or other awarding body withholds amounts pursuant to this paragraph, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor that did not demonstrate compliance with this chapter.

(B) If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to demonstrate compliance, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(C) If a contractor, bidder, or other entity submits to the public agency or awarding body a plan to achieve substantial compliance with this chapter, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments unless, within a reasonable time, the public agency or awarding body rejects the plan as insufficient and explains the reasons for the rejection.

(2) Forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Section 2603.

(3) Forward to the Labor Commissioner a copy of the plan, if any, submitted by the contractor, bidder, or other entity to achieve substantial compliance with this chapter and the response to that plan, if any, by the public agency or awarding body.

(d) A monthly report provided to the public agency or other awarding body shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection.

2603.

(a) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor failed to use a skilled and trained workforce in accordance with this chapter, the contractor or subcontractor responsible for the violation shall forfeit, as a civil penalty to the state, not more than five thousand dollars (\$5,000) per month of work performed in violation of this chapter. A contractor or subcontractor that commits a second or subsequent violation within a three-year period shall forfeit as a civil penalty to the state the sum of not more than ten thousand dollars (\$10,000) per month of work performed in violation of this chapter.

(b) For the purposes of this section:

- (1) "Any interest" shall have the same meaning as in subdivision (h) of Section 1777.1 of the Labor Code.
- (2) "Contractor or subcontractor" shall have the same meaning as in subdivision (g) of Section 1777.1 of the Labor Code.
- (3) "Entity" shall have the same meaning as in subdivision (i) of Section 1777.1 of the Labor Code.

(c) The amount of any monetary penalty may be reduced or waived by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

- (1) Whether the violation was intentional.
- (2) Whether the contractor or subcontractor has committed other violations of this chapter or of the Labor Code.
- (3) Whether, upon notice of the violation, the contractor or subcontractor took steps to voluntarily remedy the violation.
- (4) The extent or severity of the violation.
- (5) Whether a contractor or subcontractor submitted and followed a plan to achieve substantial compliance with this chapter.

(d) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741 of the Labor Code, upon determination of penalties assessed under subdivision (a). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742 of the Labor Code. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, shall apply.

(e) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivision (a) shall be reviewable by the Director of Industrial Relations only for an abuse of discretion.

(f) If a subcontractor is found to have violated this chapter, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with this chapter or unless the prime contractor fails to comply with any of the following requirements:

- (1) For contracts entered into on or after January 1, 2019, the contract executed between the contractor and the subcontractor for the performance of work on the project shall include a copy of this chapter.
- (2) The contractor shall periodically monitor the subcontractor's use of a skilled and trained workforce.
- (3) Upon becoming aware of a failure of the subcontractor to use a skilled and trained workforce, the contractor shall take corrective action, including, but not limited to, retaining 150 percent of the amount due to the subcontractor for work performed on the project until the failure is corrected.
- (4) Prior to making the final payment to the subcontractor for work performed on the project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has met the requirements of this chapter.

(g) The Labor Commissioner shall notify the prime contractor within 15 days of the receipt by the Labor Commissioner of a complaint that a subcontractor violated this chapter.

(h) Whenever a contractor or subcontractor is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(i) Whenever a contractor or subcontractor is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of up to three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(j) The debarment procedures adopted by the Labor Commissioner pursuant to Section 1777.1 of the Labor Code shall apply to any finding made under subdivisions (h) or (i) of this section.

(k) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this section. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors.

(l)

- (1) If a public entity or awarding body that is required to obtain an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project receives a monthly report which does not demonstrate compliance with the skilled and trained workforce requirements of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code, the public entity or awarding body shall forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with this section.
- (2) The penalty and debarment procedures of this section shall apply to violations of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code.



SKILLED AND TRAINED WORKFORCE “MONTHLY REPORT”

(SUB)CONTRACTOR: _____ FOR THE MONTH OF: _____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trade on the Project _____ [INSERT PROJECT NAME] are either skilled journeypersons or apprentices registered in apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (“Chief”)

Public Contract Code section 2601, subdivision (e), defines a “**Skilled and trained journeyperson**” as a worker who either:

1. Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
2. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

Contractor demonstrates its compliance by either of the following (choose one):

Exemption from Monthly Percentage Compliance

Occupation	A – Less than the statutory threshold of ten (10) hours (list total monthly hours per occupation)	B – Non-apprenticeable craft (list total monthly hours per occupation)

Percentage Compliance by Number of Workers

Occupation	# of Apprentices registered in an apprenticeship program	A – Number of skilled and trained Journeyperson(s)	B – Number of Graduates(s) Public Contract Code 2601(e)(1)	* Percentage of Graduates(s) to Skilled and Trained Journeypersons(s) (Divide B by A)

Percentage Compliance by Number of Hours

Occupation	Total # of hours performed by registered apprentices	A – Hours of skilled and trained journeyperson(s)	B – Hours of Graduates(s) Public Contract Code 2601(e)(1)	* Percentage of Graduates(s) hours to Skilled and Trained Journeypersons(s) hours (Divide B by A)

*Percentage of Hours of work performed by Skilled Journeyperson(s) fitting the description in Public Contract Code 2601(d)

Final Skilled and Trained Workforce Report – Affidavit of Compliance is attached



- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation *excluding teamster and occupations listed in subparagraph A*, above, the apprenticeship graduation percentage requirement is at least at least 60 percent beginning in 2020.
- C. Failure to demonstrate compliance per occupation must include an action plan to achieve substantial compliance per PCC § 2602(c).

I understand that if this report is found to be incomplete or fails to meet the required Skilled and Trained Journeyperson usage rate(s), the public agency or awarding body has the right to withhold 150 percent of the value of the monthly billing until the incomplete report is corrected and/or a plan to achieve substantial usage compliance is approved by the Owner. – Public Contract Code sections 2602(b), 2602(c).

I understand that, if the Subcontractor fails to meet the required Skilled and Trained Journeyperson usage rate(s), the Subcontractor may be substituted pursuant to Public Contract Code section 4100 *et seq.*, unless Subcontractor provides a plan to achieve compliance consistent with Public Contract Code section 2602(c).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 20____, at _____ [city], California.

Signature: _____

Print Name: _____

Title: _____

AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA
SKILLED AND TRAINED WORKFORCE REQUIREMENTS
CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 2600 – 2603

The undersigned, being duly sworn, states as follows:

1. I am _____ [print name]. I am the _____ [print position held] for _____ [print subcontractor's name] ("Subcontractor"), the subcontractor for _____ [print contractor's name] ("Contractor") on the _____ [name of the project] project ("Project"). I am familiar with the labor practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure Subcontractor's compliance with the California Skilled and Trained Workforce Requirements, Public Contract Code Sections 2600-2603, on the Project. I make this sworn statement pursuant to Public Contract Code section 2603, subdivision (f)(4).

2. I have reviewed the labor practices and the labor records for Subcontractor on the Project. Subcontractor has employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 - 2603.

3. I have also reviewed the labor practices of each of Subcontractor's subcontractors on the Project. Each of Subcontractor's subcontractors have employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 – 2603. Subcontractor's subcontractors have provided Subcontractor with an affidavit that complies with Public Contract Code Section 2603, subdivision (f)(4).

4. I understand Contractor is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project and may suffer damages if my sworn representations are not true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on _____ [date] in _____ [location], California.

[Name]

State of _____)

County of _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

[NOTARY SEAL]

EXHIBIT F

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT F

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

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- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
- 1.8.1 Priority 1: Residents residing within the boundaries of the District.
- 1.8.2 Priority 2: Residents of the City of Sacramento.
- 1.8.3 Priority 3: Residents of Sacramento County.
- 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

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awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

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Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

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be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
- 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
- 2.4.2 Equipment and machinery owned or controlled and operated by the District;
- 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
- 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
- 2.4.6 District procurement or use of modular buildings;
- 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

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- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

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Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

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disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

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fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

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- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

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- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

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The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

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be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:
- (l) Possesses any license required by state or federal law for the Project work to be performed;

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- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
 - (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
 - (4) Has the ability to perform safely the basic functions of the applicable trade.
- 11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.
- 11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

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within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering, Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

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objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

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NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

EXHIBIT F

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT F

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT F

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

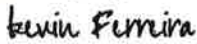
Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:



84C87358B34241A

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

Sacramento-Sierra Building and
Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

SAMPLE

EXHIBIT F

DocuSigned by:
Chris King
8C910C1A0D294D5

Asbestos Workers Local #16

DocuSigned by:
Dave Tafuya
D48B5A45BA78425

Bricklayers Local #3

DocuSigned by:
Randy Thomas
C23CEC8C30BC44A

Boilermakers Local #549

DocuSigned by:
Cody Bik
4F8BF44AA19D47C

Cement Masons Local #400

DocuSigned by:
Nate
C10D2578816841F

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:
Robert Williams III
0D9AD28FD7DE4CE

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:
Matthew Russo
B9EDEF97DCC4482

Elevator Constructors Local #8

DocuSigned by:
Bob Ward
C0089C1D0CA54AC

International Brotherhood of Electricians Local #340

DocuSigned by:
Chris
9BF3BF3C881849A

Sprinkler Fitters Local #669

UNIONS

DocuSigned by:
Karl Pines
C07DE50D0167457

Iron Workers Local #118

DocuSigned by:
Doyle Radford Jr.
C20514D4BD51437

Laborers Local #185

Operating Engineers Local #3

DocuSigned by:
[Signature]
B85F4751AD98435

Plasterers & Cement Masons Local #300

DocuSigned by:
Felipe Hernandez
16EECB28F4504BA

UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:
Todd Schiano
9CC33EG090FB4FA

Plumbers & Pipefitters Local #447

DocuSigned by:
Morgan Abde
09D284A82D354D7

Roofers Local #81

DocuSigned by:
Rick Werner
73EA33F8D61046A

Sheet Metal Workers Local #104

DocuSigned by:
Conor Tobin
BC8E45A38B6746A

Teamsters Local #150

Northern California Carpenters
Regional Council on behalf of itself and
its affiliated Local Unions

EXHIBIT F

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of Laborers

Carpenters 46 Northern California Counties Conference Board

Don Reding
Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

EXHIBIT F

[INTENTIONALLY LEFT BLANK]

SAMPLE

EXHIBIT F

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: Oak Ridge Elementary School New Construction

Bid Number: 0265-461

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I.7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT F

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)

SAMPLE



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

Firm Name	<u>Schetter Electric, LLC</u>
Firm Address	<u>471 Bannon St., Sacramento, CA 95811</u>
Name of Contact Person	<u>Jack Baker</u>
Telephone Number	<u>(916) 446-2521</u>
Fax Number	<u>(916) 244-0961</u>
E-mail	<u>jbaker@schetter.com</u>
CA License #	<u>1049534</u>
DIR #	<u>1000063758</u>
Union Affiliation	<u>IBEW Local 340</u>

EXHIBIT 1 - PROJECT DOCUMENTS

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 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 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

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

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes No, If No attach exceptions

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

ADDENDA: #1 - Dated: 11/1/2023



Increment 1 Construction Total

\$504,000.00

Electrical work per Increment 1 plans & specs.

Increment 2 Construction Total

\$7,274,000.00

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, AV, technology, and fire alarm.

Temporary Power

\$120,000.00

Pull temp power to buildings for duration of construction from four existing stub outs.

DVBE COMMITMENT (in dollars)

\$ 0.00

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Crew Burden Rate for Saturday Work

\$61.00 - Per Hour, Per Man

Project References - please provide at least one project reference with similar schedule constraints.

NUSD American Lakes K-8 Conversion, NUSD Bannon Creek K-8 Conversion,

NUSD Jefferson K-8 Conversion

Long Lead Items

Power 78 Weeks

Lower Tier Subcontractors

Quality Sound, Panelized Solar

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

NOVEMBER 17, 2023

OTTO CONSTRUCTION

Attention: **JOE USSERY**

Reference: **OAK RIDGE ES**
Electrical Drawings Dated 5/26/2023
Specifications Dated 5/26/2023
Addenda 1 REVISED FOR TRENCHING included
S.E.I. Estimate #23-1502
DIR #: 1000063758

Ladies and Gentlemen,

We are pleased to offer our proposal to furnish and install the complete electrical work in accordance with Division 26, 27, 28 Electrical, and the accompanying electrical plans. It is a specific condition of this proposal that this letter be attached to and become a part of the subcontract. Our proposal is based on the following:

Note: power lead time can be 78 weeks.

Base Bid INCREMENT #1:	\$ 504,000.00
Base Bid INCREMENT #2:	\$ 7,274,000.00
Temporary power:	\$ 120,000.00
Total base bid:	\$ 7,898,000.00

Requested Breakouts:

Division 27 & 28:	\$ 3,000,000.00
Photovoltaics:	\$ 250,000.00
Power Study:	\$ 35,000.00
Timeline for Study:	TBD

Overtime for Saturday work add: \$61.00 PER HOUR PER MAN

Included:

1. Fire-caulking and fire-rated putty pads for electrical conduit and box penetrations where required by code.
2. Disconnect and make-safe of existing electrical items only.
3. Trench and backfill for the electrical work.

Exclusions:

1. Payment and Performance Bonds. Rate available upon request.
2. Concrete Pole bases [11] 18" diameter x 24" deep, [12] 24" dia x 6ft deep on inc#1.
3. Overtime and/or premium time wages.
4. Utility company charges, fees and power, water and communications consumption charges are not included.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

5. Pipe batten support for stage lighting.
6. LEED certification.
7. Enhanced Commissioning.
8. Temporary power and lighting.
9. Electrical Demolition other than making safe, salvage will be coordinated with demo contractor.
10. Access Panels
11. Mechanical Controls Conduit and Wire
12. Fire rated enclosures over recessed fixtures, if required.
13. Welding, backing, and installing of supplemental steel supports for electrical items.
14. Formed and finished concrete equipment pads.
15. Saw-cutting, removal, and/or patch-back of asphalt/concrete.
16. Painting of exposed electrical work.
17. Spoils and/or trash removal from site. GC to provide dumpsters for our use.
18. The cost and/or procurement of building permits, inspection, and utility fees.
19. Vaccine Mandates

Clarifications:

1. This proposal is based on the design criteria shown on the electrical drawings only and does not include any allowances for systems, equipment, hardware, errors or omissions which are not shown, or could be required in excess of normal industry standards.
2. Any electrical scope of work change caused by substitutions, changes caused by other trades, or review of authorities having jurisdiction are not included in this proposal.
3. This proposal is based on a normal 40-hour work week (straight time only). All overtime and/or premium time wages are excluded.

This proposal is based on today's cost of material and labor and is firm for acceptance for (30) thirty days and may be subject to a cost increase after that date. We will continually monitor the availability of labor, materials, equipment, and other items that may be impacted by COVID-19 and impacts from decisions by local authorities to suspend or reduce services that support our projects. We reserve the right to revise our proposal due to unforeseen economic changes at any time. We appreciate the opportunity of offering this proposal for your consideration. If you have any questions or concerns, please contact us at your convenience. We are looking forward to working with you on this project.

Sincerely,

Jack baker
estimator

Jamie Blatchford

From: Jack Baker <jbaker@Schetter.com>
Sent: Thursday, November 30, 2023 10:45 AM
To: Jamie Blatchford
Cc: Maram Daood; Joe Ussery; Riley Lamb; Dustin Sable; Tom DeKleer; Jack Baker
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Revised per conversation

jb

Study \$9,500.00

Msb only \$105,000.00

78 weeks lead time msb

Fyi eaton will not release the msb without the full order purchase order !

jb



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Jack Baker

Schetter Electric, LLC | CA License No. 1049534

471 Bannon Street | Sacramento, CA 95811

T: (916) 446-2521 | F: (916) 446-2621 | C: (916) 502-4367

jbaker@schetter.com | www.schetter.com



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From: Jamie Blatchford <jblatchford@ottoconstruction.com>

Sent: Thursday, November 30, 2023 9:17 AM

To: Jack Baker <jbaker@Schetter.com>

Cc: Maram Daood <MDaood@ottoconstruction.com>; Joe Ussery <jussery@ottoconstruction.com>; Riley Lamb <rlamb@ottoconstruction.com>; Dustin Sable <dsable@Schetter.com>; Tom DeKleer <TDeKleer@Schetter.com>

Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jack –

We have some late requests from the District, can you please break out the following:

- Power Study ((ensure to read the spec before providing the figure please))
- Switchgear equipment and precon only.

Maram Daood

From: Jack Baker <jbaker@Schetter.com>
Sent: Thursday, November 30, 2023 10:21 AM
To: Jamie Blatchford
Cc: Maram Daood; Joe Ussery; Riley Lamb; Dustin Sable; Tom DeKleer
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Jb,

~~As it stands power study was quoted yesterday at \$7,500.00 by ATE inc.~~
[read the spec ?] just kidding

Revised in following email
after discussion with the team.

Power lump sum quote from eaton is @ \$300,000.00 sell price
No precon included.

78 weeks for the longest power equipment
No precon included.

jb



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Jack Baker

Schetter Electric, LLC | CA License No. 1049534
471 Bannon Street | Sacramento, CA 95811
T: (916) 446-2521 | F: (916) 446-2621 | C: (916) 502-4367
jbaker@schetter.com | www.schetter.com



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From: Jamie Blatchford <jblatchford@ottoconstruction.com>
Sent: Thursday, November 30, 2023 9:17 AM
To: Jack Baker <jbaker@Schetter.com>
Cc: Maram Daood <MDaood@ottoconstruction.com>; Joe Ussery <jussery@ottoconstruction.com>; Riley Lamb <rlamb@ottoconstruction.com>; Dustin Sable <dsable@Schetter.com>; Tom DeKleer <TDeKleer@Schetter.com>
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jack –

We have some late requests from the District, can you please break out the following:



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

Firm Name	<u>Collins Electrical Company, Inc.</u>
Firm Address	<u>1902 Channel Drive, West Sacramento, CA 95691</u>
Name of Contact Person	<u>Henry Ales III</u>
Telephone Number	<u>(916) 567-1100</u>
Fax Number	<u>(916) 567-1292</u>
E-mail	<u>hales@collinselectric.com</u>
CA License #	<u>115427</u>
DIR #	<u>100000184</u>
Union Affiliation	<u>Local 340</u>

EXHIBIT 1 - PROJECT DOCUMENTS

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 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 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

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

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

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

ADDENDA: 1



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

\$ 818,858

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, A/V, technology, and fire alarm.

\$ 6,976,657

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

\$ 120,226

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

\$ 0

Crew Burden Rate for Saturday Work

\$ 125.00

Project References - please provide at least one project reference with similar schedule constraints.

Pinole Valley High School New Campus, Mountain House High School, Turlock High School, Santana Ranch, El Capitan High School

Long Lead Items

Gear, Lighting

Lower Tier Subcontractors

Point 1, Quality Sound, Pacific Power Testing, Hardcore Construction

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

November 17, 2023

Attention: Estimating
Project: SCUSD Oak Ridge ES
Bid Date: 11/17/2023 @ 2:00 PM

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above referenced project. We acknowledge the following bid documents:

- Drawings: E021 through E622 dated 10/06/2023, on file in our office.
- Specification Sections: 26, 27, 28
- Addenda #: 1

Inc. 1	\$ 818,858
Inc. 2	\$ 6,976,657
Temporary Power	\$ 120,226

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The Switchboards, distribution panels, panels that we have included in this bid have a lead time of **12-45** weeks. The light fixtures that we have included in this bid have a lead time of **8-10** weeks. For this reason, the distribution equipment and light fixtures must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

- In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.

Please note the following inclusions, exclusions, and clarifications as qualifications to this proposal.

Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical and low voltage system per the bid documents acknowledged above.
- Single-point connection to equipment shown on electrical plans.
- Light fixture package.
- Stage Lighting Package per plans and specs.
- EV Chargers as shown on the plans.
- Daktronics Single side Outdoor Electronic Message Center per the plans.
- Concrete light pole bases.
- Low voltage Divisions 27 & 28 per plans and specs.
- Distribution/power package.



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State License No. 115427
DIR No. 100000184
www.collinselectric.com



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

- Photovoltaic as shown on the plans and specs.
- Excavation, backfill, and compaction for electrical underground.
- Precast utility company transformer pad.
- As-built drawings (for bid contract work only).
- Fireproofing of electrical conduit penetrations.
- Electrical power safe-off (for demolition and removal by others).

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.
- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Supplying and or installation of Pipe Batton for Stage Lighting.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. **See language above regarding long lead times and price volatility.**
- This proposal is based upon use of industry standard, code compliant materials and methods.
- **This proposal does not address any Title 24 requirements that are not specifically shown on the plans.**
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- Equipment deposits shall be 50% upon award of contract (this is subject to change on selected manufacturer), this is the request of all manufacturers. This ensures we will receive submittals and they will order the raw materials required to manufacture the equipment needed for the project.
- **FORCE MAJEURE: for failure or delay to perform obligations under this agreement, which have become practically impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency.**





3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

quarantines, national or regional emergencies, or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.

- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Should you have any questions or if we may be of further assistance, please do not hesitate to call (209)466-3691.

Sincerely,

Henry Ales III
Corporate Senior Estimator
Collins Electrical Co., Inc.
hales@collinselectric.com



Member of National Electrical Contractors Association Since 1946
State License No. 115427
DIR No. 100000184
www.collinselectric.com



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

Firm Name	<u>Sac Valley Electric Inc.</u>
Firm Address	<u>24 Blue Sky Court Suite A</u>
Name of Contact Person	<u>Kevin Lively</u>
Telephone Number	<u>916 922-1139 Direct 916-231-0734</u>
Fax Number	<u>916 922-1317</u>
E-mail	<u>k.lively@sacvalleyelectric.com</u>
CA License #	<u>848435 C10</u>
DIR #	<u>#1000002156</u>
Union Affiliation	<u>Local 340 IBEW</u>

EXHIBIT 1 - PROJECT DOCUMENTS

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 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 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

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

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

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

ADDENDA: 1 addenda



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

\$ 200,000 -

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, AV, technology, and fire alarm.

\$ 7,298,400 -

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

Complete temporary power & lighting

\$ 49,627.00

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

\$ 225,000 -

Crew Burden Rate for Saturday Work

(No markup included)

\$ 120.23

Project References - please provide at least one project reference with similar schedule constraints.

Alder Creek Elementary Folsom Cordova
Mangini Ranch Elementary Folsom Cordova

Long Lead Items

Switchgear 42-78 weeks delivery
2 to 4 Weeks submittals

Lower Tier Subcontractors

Quality Sound JR Reynolds

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

Bond Rate .734 \$ 55,051.00 Add

Russ Lynch



CA Contractor's Lic. # 848435

November 28th, 2023

REVISION #2 Post Interview

John F Otto

Project: Oak Ridge ES Campus Replacement

Thank you for the opportunity to propose on the electrical construction of the subject project. We have examined the plans and specifications and are familiar with this type of work and their requirements. This proposal includes furnishing all labor, tools, equipment rental, transportation and miscellaneous items to perform all electrical work.

Contract Documents: We note electrical drawings by Engineering Enterprise, Inc.#1 sheets E011 through E610, T000 through T502 dated 5/26/23 and Inc#2 sheets E021 through E622, FA000 through FAC620 and T000 through T604, a total of 65 sheet dated 10/6/2023. We note specification Division 26, 27 and 28. We note 1 Addenda.

Electrical	\$ 7,498,400.00
Excavation through Lime Treatment	\$ 98,257.00 ADD
Temporary Power/Lighting	\$ 49,627.00 ADD
Cisco Product as per Appendix A as Furnished by CDW	\$ <u>451,312.00 ADD</u>
TOTAL	\$ 8,097,596.00

ALTERNATE

Cisco Product as per Appendix A As Furnished by other Vendors.	\$ 141,312.00 Deduct
--	----------------------

General Conditions

- All applicable taxes are included in our submission.
- The contractor shall not be held liable for errors or omissions in designs by others.
- A formal contract must not deviate from the conditions of this letter without our permission.
- This proposal price is good for 60 days from the above date.
- Unless specifically mentioned in this proposal, all labor is based on a standard M-F, 40-hour work week.

Oak Ridge ES Campus Replacement



- Bond Rate: .85%
- DIR #1000002156.
- Skilled and trained workforce.
- **Please note delivery time of switchgear products are unknown at this time. Dates are determined at placement of the order, even then order dates are slipping due to the lack of material.**
- **Switchgear Submittals: 2 to 4 weeks Delivery another 42 to 78 weeks**

Inclusions

- Prevailing wage package.
- Grounding.
- Electrical Demolition/Safe-Off.
- **Arc Flash/Coordination Study. (Carried at a value of \$15,271.00).**
- Trench, Backfill, Sand Encasement and Haul-Off.
- Pole Bases.
- Marquee Signs.
- BIM Modeling.
- Transformer Pad.
- **3% DBVE participation. (Carried at a value cost to supply \$11,000.00).**
- **Photovoltaic Roof Top System. (Carried at a value of \$145,000.00).**

Exclusions

- Permits, bonds or any fees.
- **Hazardous material removal which includes asbestos, lead, mercury or other hazardous materials, working in, installing or wearing respirators or protective suits in areas that are deemed hazardous. We exclude any additional layout and coordination time caused by the remediation process and the installation of conduit supports in areas with lead paint.**
- Concrete pads, housekeeping pads and conduit curbs not listed in inclusions.
- **Cutting, coring and patching of asphalt, concrete, floor and wall surfaces.**
- Painting.
- SWPPP'S requirements.
- **Testing by Independent Agency, AFRA (Arc Flash) and Coordination Study's if not included above.**
- **Extra costs from increasing tariffs and product shortage due to supply chain issues.**

We appreciate the opportunity to be a member of your construction team. If you have any questions, or require additional information, do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Keven Lively".

Sac Valley Electric Inc.
Keven Lively
916-922-1139 Office
916-231-0734 Direct

Oak Ridge Elementary

Inc 1 - Site work

Start Date - 9/2023

Completion Date: 4/2024

All civil scope within fencing to take place between 9/2023 & 4/2024.

Construction Offices

K-Rail Pedestrian Protection

15 MPH Zone per City of Sacramento Vision Zero Traffic Safety Plan.

Reduced Speed Zone

Construction Traffic Prohibited

Construction Traffic Prohibited

Oak Ridge Elementary

Inc 2, Phase 1 - New Buildings
Start Date - 5/21/24

Completion Date: 7/30/2025

Construction Office

Summer 2024 - Fence off area and rough-in SS, FW & DW utilities.

K-Rail
Pedestrian
Protection

During School Year
Construction Deliveries
will be prohibited during
these hours.
8:30am - 9:15am
Drop-off
3:00pm - 3:30pm
Pick-up

15 MPH Zone
per City of
Sacramento
Vision Zero
Traffic Safety
Plan.

Construction Traffic Prohibited

Construction Traffic Prohibited

Reduced Speed Zone

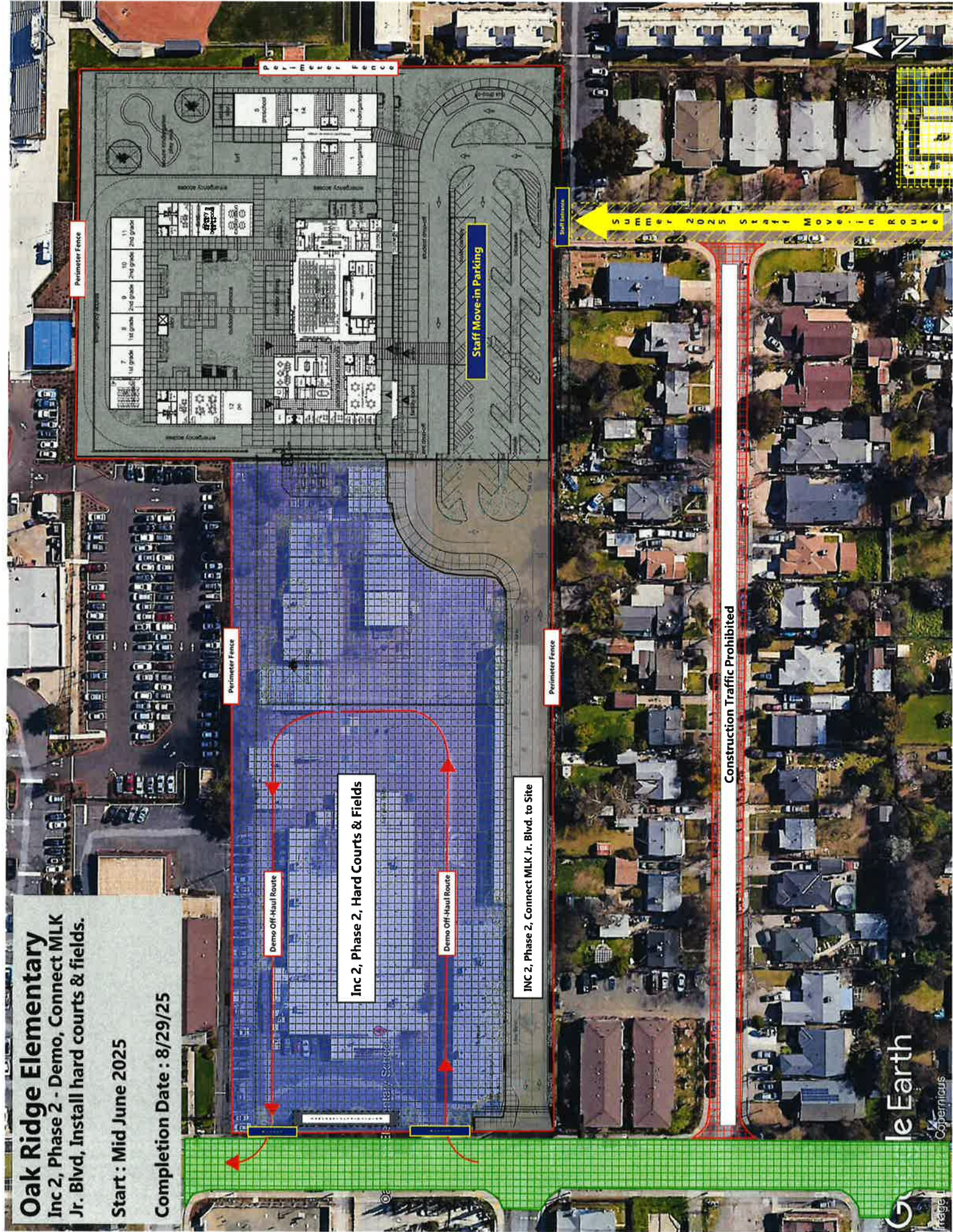
Shiloh Arms
Day Care

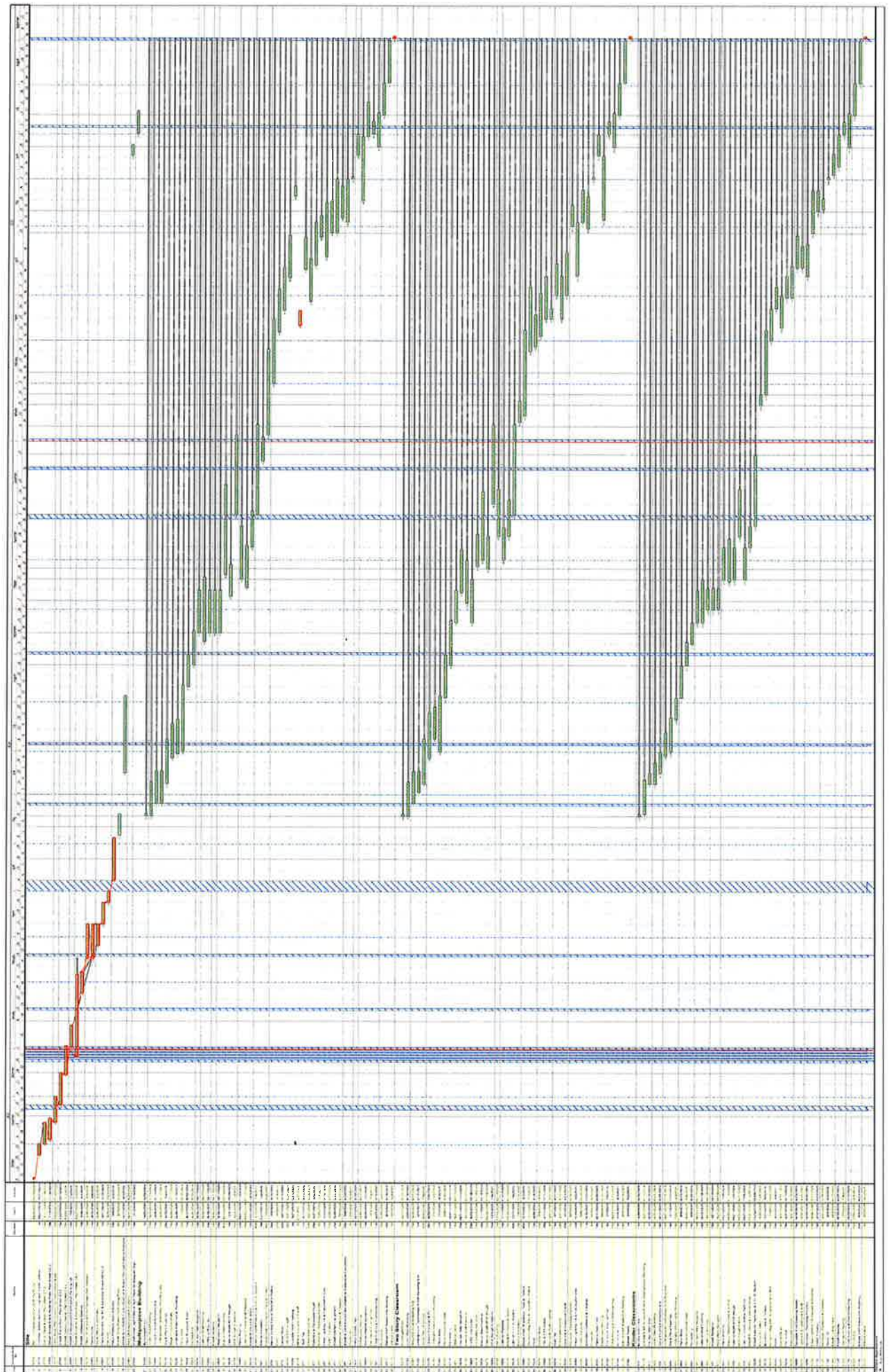


Oak Ridge Elementary Inc 2, Phase 2 - Demo, Connect MLK Jr. Blvd, Install hard courts & fields.

Start : Mid June 2025

Completion Date : 8/29/25





**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
<input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
<input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<input checked="" type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	1,108,742
Total Bid	1,108,742

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)		11/01/23	* DBE GoodFaith

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
See attached			

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
See attached	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Natalie Hayward certify that I am Developer's Chief Estimator and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: 11/28/2023

Name of Developer: **John F. Otto dba Otto Construction**

Signature: 

Print Name: Natalie Hayward

Title: Chief Estimator

END OF DOCUMENT

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Ad Proofs

Project Name: SCUSD Oak Ridge Elementary School -
Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 11/01/2023 @ 08:36:51 AM Pacific

Expired On: 11/17/2023 @ 11:59:59 PM Pacific

Message Notifications Sent To: nhayward@ottoconstruction.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=58742

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School - Electrical Bid Package

Bid/Contract #

23-1229-00

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

11/17/2023 at 02:00

Project Details

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

Get in Touch

Outreach Coordinator

Natalie Hayward

Project Estimator

Maram Daood

Telephone

(916) 441-6870

Fax

(916) 441-6138

Address

**1717 Second Street
Sacramento, CA 95811**

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

Procurement, Capital Access, &
Surety Bond Assistance

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 11/01/2023 @ 08:36:51 AM Pacific

Expired On: 11/17/2023 @ 11:59:59 PM Pacific

Published At: http://dbejournal.com/index.php?show_ad=58742&ad_project_name=SCUSD+Oak+Ridge+Elementary+School+-+Electrical+Bid+Package&co_name=John+F.+Otto%2C+Inc+dba+Otto+Construction

Outreach Coordinator

Natalie Hayward

Estimator

Maram Daood

Contact Information

1717 Second Street
Sacramento, CA 95811

Telephone

(916) 441-6870

Fax

(916) 441-6138

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School - Electrical Bid Package

Bid/Contract #

23-1229-00

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

11/17/2023 at 02:00

Project Details

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

X Post (Tweet)

Due to the rapid changes occurring at X (Twitter), we are no longer displaying a sample copy of your tweet. You can obtain a copy of the post via the link below. Please note - in recent months X (Twitter) has experienced significant website downtime. Please obtain a copy of the post as soon as possible.

Published On: 11/01/2023 @ 10:30:33 AM Pacific

Published At: <https://twitter.com/dbegoodfaith/status/1719768887556813056>

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 11/01/2023 @ 08:42:02 AM Pacific

Published At: <https://www.linkedin.com/feed/update/urn:li:share:7125507284838879232/>

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Outreach Invitation Proofs

Project Name: SCUSD Oak Ridge Elementary School -
Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Log details

- This document contains a single copy of the bid invitation emailed to each company with an email address listed on their certification. The same email was sent to all companies, which is why we have provided the single email proof.
- This document contains a copy of each fax notice sent to solicited companies with a fax number listed on their certification.

Email Proof

Subject Line: [Bid Invite] SCUSD Oak Ridge Elementary School - Electrical Bid Package
Reply To Email: nhayward@ottoconstruction.com

John F. Otto, Inc dba Otto Construction is seeking qualified DVBEs and invites you to bid on the following contract.

Reply

PROJECT NAME: SCUSD Oak Ridge Elementary School - Electrical Bid Package
BID #: 23-1229-00
BID DUE DATE: 11/17/2023 at 02:00 (local time)
AWARDING AGENCY/OWNER: Sacramento City Unified School District
PROJECT LOCATION: Sacramento, Sacramento, CA

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

If interested, contact:

Natalie Hayward
John F. Otto, Inc dba Otto Construction
Tel: (916) 441-6870
Fax: (916) 441-6138
nhayward@ottoconstruction.com

This email was sent via the DBEGoodFaith.com outreach platform. To learn more about why you received this bid invitation email, visit DBEGoodFaith.com/why.

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Email & Fax Solicitation Log

Project Name: SCUSD Oak Ridge Elementary School - Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Log Details

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
Ainor Signs Inc 5443 Stationers Way CA Sacramento, CA 95842 Tel: 9168789969 Fax: None Listed sbergh@ainorsigns.com Cert: DVBE	n/a	11/01/2023 09:24 am PST Delivered
ARKTOS INCORPORATED 2415 San Ramon Valley Blvd 4-264 San Ramon, CA 94583 Tel: 5103562750 Fax: 5103562760 jim@arktosincorporated.com Cert: DVBE	11/01/2023 09:28 am PST Successful	11/01/2023 09:24 am PST Opened
AVIATE ENTERPRISES, INC. 5844 PRICE AVE. McCLELLAN, CA 95652 Tel: 9169934000 Fax: 9169934010 sales@aviateinc.com Cert: DVBE	11/01/2023 09:27 am PST Successful	11/01/2023 09:24 am PST Delivered
BHP Contracting PO Box 1653 CA Pittsburg, CA 94565 Tel: 9252060386 Fax: None Listed tbrooks@bhpintegrations.com Cert: DVBE	n/a	11/01/2023 09:24 am PST Bounced
CFP Designs Inc 3001 Petrol Rd Bakersfield, CA 93308 Tel: 6619038940 Fax: None Listed dan@dlbfire.com Cert: DVBE	n/a	11/01/2023 09:24 am PST Delivered

Cyntek
10275 Old Placerville Rd, Suite 17 California
Sacramento, CA 95827
Tel: 9107286977
Fax: None Listed
nherr@cyntekinc.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

DAYSTAR MECHANICAL LLC
4366 MALANA WAY
RANCHO CORDOVA, CA 95742
Tel: 5103677632
Fax: None Listed
tim@daystarmechanical.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Deep Blue Integration, Inc.
PO Box 3310
San Luis Obispo, CA 93403
Tel: 8886000324
Fax: 8057912037
curtis@deepblueintegration.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Delivered

DVBE LOW VOLTAGE SYSTEMS INC
26333 EMERALD DOVE DRIVE
VALENCIA, CA 91355
Tel: 8185357999
Fax: 8184502577
rett@dvbelowvoltage.com
Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Opened

FIRE DETECTION UNLIMITED INC
3975 INDUSTRIAL WAY STE A
CONCORD, CA 94520
Tel: 9253708041
Fax: 9253708071
ppulver@firedetect.com
Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Delivered

First Response Fire Protection Services

337 W Florida Ave #127

Hemet, CA 92545

Tel: 9518581334

Fax: None Listed

Mike@FirstresponseFPS.com

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

Global Blue DVBE Inc.

4470 Yankee Hill Road Suite 160

Rocklin, CA 95677

Tel: 9166322583

Fax: 9166446774

Mark@gbdvbe.com

Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Delivered

Hankins Construction Management

117 Meyers St, Suite 130

Chico, CA 95928

Tel: 5308091966

Fax: 5303451009

micah@hankinscm.com

Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Opened

Hayes Automation

25 6th St.

Hermosa Beach, CA 90254

Tel: 6193008028

Fax: None Listed

quincy@hayesautomation.com

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

Nor Cal Fire, Inc

22600 N RIPON RD

RIPON, CA 95366

Tel: 2095529375

Fax: None Listed

tanner@norcalfire.net

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

OFFICE AUTOMATION GROUP, INC.

1066 ELM STREET
SAN JOSE, CA 95126
Tel: 4085546244
Fax: 4089045332
mwyer@oagi.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Delivered

PEREIRA BUILDING INDUSTRIES

1714 21ST ST #412
SACRAMENTO, CA 95811
Tel: 6197642555
Fax: None Listed
jp.pereira@pereiraindustries.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

RELIABLE MONITORING SERVICES INC

2698 Junipero Ave. 107
Signal Hill, CA 90755
Tel: 5626762140
Fax: 8054351647
rmendoza@rmslifesafety.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

RPM HVAC Service Inc

6841 Verbena Ct CALIFORNIA
Citrus Heights, CA 95621
Tel: 9167356383
Fax: None Listed
bob@rpmhvacservic.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

SANDAU ENGINEERING

PO Box 485
Fair Oaks, CA 95628
Tel: 9168539900
Fax: 9168539920
richard@sandauengineering.com
Cert: DVBE

11/01/2023
09:44 am PST
Failed

11/01/2023
09:24 am PST
Delivered

SERGEANT'S MECHANICAL SYSTEMS INC
235 Quail Ct.
Santa Paula, CA 93060
Tel: 8054864562
Fax: 8054865775
JUSTIN.Legere@SERGENTCONSTRUCTION.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

Service Operations Group S.O.G Contracting LLC
1401 21st ST STER
Sacramento, CA 95811
Tel: 2793483483
Fax: None Listed
info@serviceopsgroup.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened & Clicked

SERVING AGAIN INC
3609 Bradshaw Road H318
Sacramento, CA 95827
Tel: 9168361344
Fax: None Listed
tinachavous@servingagain.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

SEVERN SAFETY SUPPLY LLC
133 Rankin Way
Benicia, CA 94510
Tel: 4157417876
Fax: None Listed
jdhall@severnsafetysupply.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

Stay Safe Solutions, Inc.
4931 Arnold Avenue Suite 15 Building #335
McClellan, CA 95652
Tel: 9166401300
Fax: 9162639758
ken@staysafesolutions.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

Utilion Inc.
381 Messina Drive
Sacramento, CA 95819
Tel: 9169563052
Fax: None Listed
jestrella@utilionops.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Veteran enterprises
2411 martin luther king way
merced, CA 95340
Tel: 2096173827
Fax: None Listed
jim@veteranenterprisesusa.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Veteran Power Inc
PO BOX 340190
Sacramento, CA 95834
Tel: 7073615027
Fax: None Listed
mrobirds@chargeepc.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

Veterans Industrial Protection Inc.
17741 Hinton St.
Hesperia, CA 92345
Tel: 7606697864
Fax: None Listed
vipjfeddeler@vipro1.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Vetted Enterprises, LLC
P.O.Box 616
Sloughhouse, CA 95683
Tel: 8455417232
Fax: None Listed
jeni.case@me.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

Meeting Date: December 14, 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 December 14, 2023
2. Classified Personnel Transactions Dated December 14, 2023

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Attachment 1: CERTIFICATED 12/14/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CARRANZA	MIKKO	B	Teacher, Resource, Special Ed.	HIRAM W. JOHNSON HIGH SCHOOL	11/16/2023	6/30/2024	EMPLOY PROB 11/16/23
DUFFORDCORDOVA	REALYNN	B	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	10/25/2023	6/30/2024	EMPLOY PROB 10/25/23
FREDERICK BROWN	HEATHER	B	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	11/6/2023	6/30/2024	EMPLOY PROB 11/6/23
HENSON	LEVI	B	Teacher, High School	WEST CAMPUS	11/9/2023	6/30/2024	REEMPLOY PROB 11/9/23
HER	SAI	0	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	11/6/2023	6/30/2024	EMPLOY PROB 11/6/23
RAMBOB	RAJEEV	0	Teacher, Elementary	PONY EXPRESS ELEMENTARY SCHOOL	10/26/2023	6/30/2024	EMPLOY PROB 10/26/23
VANG	JADE	B	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	9/15/2023	6/30/2024	REEMPLOY PROB 9/15/23
VUE	NANCY	0	Teacher, Elementary	FATHER K.B. KENNY - K-8	8/30/2023	6/30/2024	EMPLOY PROB 8/30/23
LEAVES							
ALVA	CHRISTINA	B	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	9/1/2023	11/17/2023	LOA (PD) FMLA/CFRA 9/1/23-11/17/23
ARMANINO	ANN	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	10/21/2023	12/3/2023	LOA (PD) FMLA/CFRA 10/21-12/3/23
ARNOLD	JUDITH	A	Teacher, Elementary	GENEVIEVE DIDION ELEMENTARY	11/6/2023	12/20/2023	LOA (PD) FMLA/CFRA 11/6-12/20/23
AVELAR	THOMAS	A	Counselor, Middle School	FERN BACON MIDDLE SCHOOL	12/1/2023	12/22/2023	LOA (PD) FMLA/CFRA 12/1-12/22/23
AVELAR	ANGELA	A	Counselor, High School	JOHN F. KENNEDY HIGH SCHOOL	11/11/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 11/11/23
BRUGGEMAN	SCOTT	A	Teacher, High School	ROSEMONT HIGH SCHOOL	11/8/2023	12/18/2023	LOA (PD) FMLA/CFRA 11/8-12/18/23
BURSKKE	SHONNA	A	Training Specialist	SCHOOL CLIMATE	11/23/2023	3/1/2024	LOA (PD) FMLA/CFRA 11/23/23-3/1/24
DA ROSA	YESSENIA	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	1/6/2024	2/17/2024	LOA(PD) 1/6-2/17/24
EBSWORTH	JODY	C	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	11/4/2023	11/28/2023	LOA (PD) EXT FMLA/CFRA 11/4-11/28/23
EBSWORTH	JODY	C	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	11/29/2023	6/30/2024	LOA RTN (PD) 11/29/23
ESELEKHOMHEN	KIM	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	10/23/2023	11/17/2023	LOA (PD) FMLA/CFRA 10/23-11/17/23
ESELEKHOMHEN	KIM	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	11/18/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 11/18/23
GEE	JENNY	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	10/9/2023	1/26/2024	LOA (PD) FMLA/CFRA 10/9/2023-1/26/2024
HAWKINS	JACQUELYN	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	11/27/2023	1/28/2024	LOA (PD) PDL 11/27/23-1/28/24
JOHNSON KELLER	MARISSA	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	10/10/2023	1/7/2024	LOA (PD) 10/10-1/7/24
JONES	STEPHON	0	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	12/1/2023	6/30/2024	LOA (UNPD) ADMIN 12/1/23
LEDBETTER	DEBORAH	A	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	11/1/2023	1/2/2024	LOA (PD) FMLA/CFRA 11/1-1/2/24
MARTIN	MARIO	A	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	9/30/2023	11/30/2023	LOA(PD) FMLA/CFRA 9/30-11/30/23
MISZTI	JOHN	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2023	6/30/2024	LOA (PD) FMLA/CFRA
PENNEY	IAN	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	11/27/2023	12/22/2023	LOA (PD) FMLA/CFRA 11/27-12/22/23
PEREZ	NATALI	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	12/1/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 12/1/23
ROOME	JOSHUA	A	Teacher, High School	ROSEMONT HIGH SCHOOL	11/3/2023	1/31/2024	LOA EXT (PD) FMLA/CFRA 11/3-1/31/24
SANCHEZ	YESENIA	A	Teacher, Elementary	SEQUOIA ELEMENTARY SCHOOL	11/20/2023	6/30/2024	LOA (PD) FMLA/CFRA 11/20/23
TRAM	JENNY	A	Teacher, Resource, Special Ed.	JOHN D SLOAT BASIC ELEMENTARY	12/4/2023	2/9/2024	LOA (PD) PDL 12/4-2/9/24
VINGAN	RAHDIKAJOY	C	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	11/3/2023	2/16/2024	LOA (PD) FMLA/CFRA 11/3-2/16/24
RE-ASSIGN/STATUS CHANGE							
LAMPKINS	TARA	A	Coordinator II New Teach Induc	CURRICULUM & PROF DEVELOP	10/30/2023	6/30/2024	REA/STCHG 10/30/23
MARTINEZ	CARMEN	C	Teacher, Middle School	UMOJA INTERNATIONAL ACADEMY	7/1/2023	6/30/2024	STCHG 7/1/23
MUSSER	LISA	A	School Nurse	HEALTH SERVICES	10/24/2023	6/30/2024	REA 10/24/23
VREELAND	BECKY	C	Teacher, Resource, Special Ed.	THE MET	10/1/2023	6/30/2024	STCHG 10/1/23
WELLS-ARTMAN	CHRISTIE	Q	Site Instruction Coordinator	CAPITAL CITY SCHOOL	11/1/2023	6/30/2024	REASSIGN/ STCHG 11/1/23
SEPARATE / RESIGN / RETIRE							
HARRIS	RYAN	0	Teacher, High School	THE MET	2/15/2023	6/30/2023	SEP/TERM 6/30/23
MARRIOTT	RACHEL	A	Teacher, Elementary Spec Subj	ABRAHAM LINCOLN ELEMENTARY	7/1/2023	1/5/2024	SEP/RESIGN 1/5/24
OLCOMENDY	LYNNE	A	Teacher, Elementary	MATSUYAMA ELEMENTARY SCHOOL	7/1/2023	10/31/2023	SEP/RETIRE 10/31/23
VANG	PATRICK	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	11/17/2023	SEP 11/17/23
WADA	JACLYN	0	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	8/30/2023	11/3/2023	SEP/RESIGN 11/3/23
TRANSFER							
ARSENIA	KISHA EDEN	C	Teacher, Resource, Special Ed.	SAM BRANNAN MIDDLE SCHOOL	10/30/2023	6/30/2024	TR 10/30/23
KOMAROVA	IRINA	A	Teacher, High School	ROSEMONT HIGH SCHOOL	10/16/2023	6/30/2024	TR 10/16/23
LEGASPI	PAOLO	A	Teacher, Resource, Special Ed.	ROSA PARKS MIDDLE SCHOOL	10/23/2023	6/30/2024	TR 10/23/23
WRIGHT	CORBIN	A	Teacher, Resource, Special Ed.	HIRAM W. JOHNSON HIGH SCHOOL	11/13/2023	6/30/2024	TR 11/13/23

Attachment 2: CLASSIFIED 12/14/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BARKER	ELLINGTON	B	Noon Duty	MATSUYAMA ELEMENTARY SCHOOL	11/28/2023	5/31/2024	REEMPLOY PROB 11/28/23
BAUM	JESSICA	B	Noon Duty	CROCKER/RIVERSIDE ELEMENTARY	10/30/2023	6/30/2024	EMPLOY PROB 10/30/23
CALDERON-HUEZO	LUIS	B	Morning Duty	WILLIAM LAND ELEMENTARY	8/31/2023	6/30/2024	EMPLOY PROB 8/31/23
CAMARGO	GABRIELA	B	Teacher Assistant, Bilingual	ISADOR COHEN ELEMENTARY SCHOOL	11/13/2023	6/30/2024	EMPLOY PROB 11/13/23
CLAY	MARIA	B	Transportation Scheduler/Disp	TRANSPORTATION SERVICES	10/23/2023	6/30/2024	EMPLOY PROB 10/23/23
CORDERO	DANIELA	B	Inst Aid, Spec Ed	CALEB GREENWOOD ELEMENTARY	11/8/2023	6/30/2024	EMPLOY PROB 11/8/23
CORTEZ	EDWARD	B	Noon Duty	WASHINGTON ELEMENTARY SCHOOL	11/8/2023	6/30/2024	EMPLOY PROB 11/8/23
CRESPO	JAIME	B	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	11/6/2023	6/30/2024	EMPLOY PROB 11/6/23
GLASS	JILL	B	Inst Aid, Spec Ed	CALIFORNIA MIDDLE SCHOOL	10/25/2023	6/30/2024	EMPLOY PROB 10/25/23
GONZALEZ	CRUZ	B	Noon Duty	CROCKER/RIVERSIDE ELEMENTARY	11/8/2023	6/30/2024	EMPLOY PROB 11/8/23
GUTIERREZ	DAISY	B	Noon Duty	BRET HARTE ELEMENTARY SCHOOL	11/13/2023	6/30/2024	EMPLOY PROB 11/13/23
HARBISON	ERNA	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	11/9/2023	6/30/2024	EMPLOY PROB 11/9/23
HORNE	MARLA	B	Instructional Aide	JOHN CABRILLO ELEMENTARY	10/30/2023	6/30/2024	REEMPL PROB 10/30/23
HOUSTON	SUNNY	B	Inst Aid, Spec Ed	MARK TWAIN ELEMENTARY SCHOOL	11/29/2023	6/30/2024	EMPLOY PROB 11/29/23
JACKSON	ROYCE	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	10/24/2023	6/30/2024	EMPLOY PROB 10/24/23
LENARD	TIMIAH	B	Noon Duty	TAHOE ELEMENTARY SCHOOL	11/2/2023	6/30/2024	EMPLOY PROB 11/2/23
LIEMTHONGSAMOUT	LA	B	Manager II, Accounting Serv	ACCOUNTING SERVICES DEPARTMENT	11/20/2023	6/30/2024	REEMPLOY PROB 11/20/23
PHAM	OANH	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	11/6/2023	6/30/2024	EMPLOY PROB 1 11/6/23
REDMOND	KAREN	B	Morning Duty	CAMELLIA BASIC ELEMENTARY	11/8/2023	6/30/2024	EMPLOY PROB 11/8/23
ROPER	TYLER	B	Custodian	HIRAM W. JOHNSON HIGH SCHOOL	11/13/2023	6/30/2024	EMPLOY PROB 11/13/23
RUBIO DEL RIO	EDITH	B	Clerk I	NICHOLAS ELEMENTARY SCHOOL	11/13/2023	6/30/2024	REEMPLOY PROB 11/13/23
RUIZ	KRISTAL	B	Clerk I	ELDER CREEK ELEMENTARY SCHOOL	11/7/2023	6/30/2024	EMPLOY PROB 11/7/23
SMITH-BURT	DARRIUS	B	Custodian	ROSEMONT HIGH SCHOOL	11/9/2023	6/30/2024	EMPLOY PROB 11/9/23
VASQUEZ	SHAUN	B	Noon Duty	EARL WARREN ELEMENTARY SCHOOL	11/8/2023	6/30/2024	REEMPLOY PROB 11/8/23
WILLIAMS	DONYALE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
ZHANG	SHUPING	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	11/27/2023	6/30/2024	EMPLOY PROB 11/27/23
LEAVE							
BRUMMETT	BRUCE	A	Morning Duty	H.W. HARKNESS ELEMENTARY	11/15/2023	6/30/2024	LOA (PD) ADMIN 11/15/23
BRUMMETT	BRUCE	A	Noon Duty	H.W. HARKNESS ELEMENTARY	11/15/2023	6/30/2024	LOA (PD) ADMIN 11/15/23
TORIZ DE MEDINA	MARIA	A	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	11/16/2023	3/4/2024	LOA (PD) FMLA/CFRA 11/16-3/4/24
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	11/16/2023	3/4/2024	LOA (PD) FMLA/CFRA 11/16-3/4/24
CARLTON	KRISHANA	A	School Office Manager I	BOWLING GREEN ELEMENTARY	10/5/2023	11/26/2023	LOA (PD) FMLA/CFRA 10/5-11/26/23
ZAPIEN	HALEY	A	Clerk II	MARTIN L. KING JR ELEMENTARY	11/3/2023	12/10/2023	LOA (PD) FMLA/CFRA 11/3-12/10/23
COLE-OWENS	EBONY	A	School Plant Ops Mngr I	AMERICAN LEGION HIGH SCHOOL	8/18/2023	11/15/2023	LOA (PD) 8/18-11/15/23
COLE-OWENS	EBONY	A	School Plant Ops Mngr I	AMERICAN LEGION HIGH SCHOOL	11/16/2023	1/2/2024	LOA EXT (PD) 11/16-1/2/23
KELLEY	ALEXANDER	A	Custodian	CROCKER/RIVERSIDE ELEMENTARY	10/25/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 10/25/23
SANCHEZ	JUAN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	6/30/2024	LOA RTN 11/28/23
CUEVAS DE LOPEZ	IMELDA	A	Morning Duty	WOODBINE ELEMENTARY SCHOOL	12/1/2023	6/13/2024	LOA (UNPD) 12/1-6/13/24
CUEVAS DE LOPEZ	IMELDA	A	Noon Duty	WOODBINE ELEMENTARY SCHOOL	12/1/2023	6/13/2024	LOA (UNPD) 12/1-6/13/24
RE-ASSIGN/STATUS CHANGE							
AMES	JENNIE	B	Custodian	C. K. McCLATCHY HIGH SCHOOL	11/6/2023	6/30/2024	REA/STCHG 11/6/23
BROWNING	NATHANIEL	B	Director II, CapProj, FRM	FACILITIES SUPPORT SERVICES	10/26/2023	6/30/2024	REA/STCHG 10/26/23
CAPSHAW	LISA	B	Attendance Tech II	ROSA PARKS MIDDLE SCHOOL	10/30/2023	6/30/2024	REA 10/30/23
CHAUDHARY	MYDAH	A	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	8/31/2023	9/30/2023	STCHG 8/31/23
CLARK	ASHLEY	B	Program Coordinator, Homeless	STUDENT SUPPORT&HEALTH SRVCS	10/30/2023	6/30/2024	REA/STCHG 10/30/23
ELDRIDGE	EDWARD	B	Executive Director, LCAP	DEPUTY SUPERINTENDENT	11/13/2023	6/30/2024	REA/STCHG 11/13/23
HUNTER	KATHY	A	Bus Attendant	TRANSPORTATION SERVICES	10/30/2023	4/30/2024	STCHG 10/30/23
LOPEZ	ANGEL	B	Spec II District Facilities Op	BUILDINGS & GROUNDS/OPERATIONS	11/6/2023	6/30/2024	REA STCHG 11/6/23
MCKENZIE	RAYNE	A	Instructional Aide	BOWLING GREEN ELEMENTARY	8/31/2023	9/30/2023	STCHG 8/31/23
PINKSTON	MONICA	B	Campus Monitor	SAM BRANNAN MIDDLE SCHOOL	8/31/2023	6/30/2024	STCHG 8/31/23
TORRES	ANDREA	B	Supervisor III, Stdnt Servcs	ENROLLMENT CENTER	10/23/2023	6/30/2024	REA/STCHG 10/23/23
VILLANUEVA	MARIA	B	School Office Manager I	ELDER CREEK ELEMENTARY SCHOOL	11/2/2023	6/30/2024	REA/STCHG 11/2/23

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
WIKER	KAREN	B	Coordinator II, Internal Audit	INTERNAL AUDIT	7/1/2023	6/30/2024	REA/STCHG 7/1/23
ZAPIEN	IRMA	B	Instructional Aide	MARTIN L. KING JR ELEMENTARY	11/6/2023	6/30/2024	REA/STCHG 11/6/23
SEPARATE / RESIGN / RETIRE							
ADKINS	MICHAEL	B	Custodian	ROSEMONT HIGH SCHOOL	10/2/2023	11/13/2023	SEP/TERM 11/13/23
BARBEE-MEADOWS	SHALLIN	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	8/31/2023	11/3/2023	SEP/RESIGN 11/3/23
GARLAND	LINDA	A	Registrar	CAPITAL CITY SCHOOL	7/1/2023	12/31/2023	SEP/RETIRE 12/31/23
HAJAZ	SILVIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	11/15/2023	SEP/TERM 11/15/23
HUNTER	KRISTEN	A	Clerk II	BRET HARTE ELEMENTARY SCHOOL	9/1/2023	11/14/2023	SEP/RESIGN 11/14/23
KHAO ON	SOMKIT	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	11/6/2023	SEP/RESIGN 11/6/23
MALDONADO	BLANCA	B	Custodian	WILL C. WOOD MIDDLE SCHOOL	8/28/2023	11/3/2023	SEP/RESIGN 11/3/23
MOORE	MELVIN	B	Noon Duty	PONY EXPRESS ELEMENTARY SCHOOL	7/1/2023	10/27/2023	SEP/RESIGN 10/27/23
REYES	CHEYLA	A	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	7/1/2023	11/3/2023	SEP/RESIGN 11/3/23
ROBINSON	DEOMETRIUS	A	School Plant Ops Mngr II	MIWOK MIDDLE SCHOOL	7/1/2023	11/17/2023	SEP/RESIGN 11/17/23
SANCHEZ	JOE	A	School Plant Ops Mngr I	NEW JOSEPH BONNHEIM	7/1/2023	12/28/2023	SEP/RETIRE 12/28/23
SEDIQI	SHAIMA	A	Teacher Assistant, Bilingual	PACIFIC ELEMENTARY SCHOOL	7/9/2023	10/10/2023	SEP/RESIGN 10/10/23
SMITH	KHATTAB	B	Custodian	CESAR CHAVEZ INTERMEDIATE	8/14/2023	11/28/2023	SEP/TERM 11/28/23
TRANSFER							
RABSHTSINA	LARYSA	A	Inst Aid, Spec Ed	MIWOK MIDDLE SCHOOL	11/13/2023	6/30/2024	TR 11/13/23
SINGH	ASHNEAL	A	Inst Aid, Spec Ed	WEST CAMPUS	11/27/2023	12/31/2023	TR 11/27/23



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

Meeting Date: December 14, 2023

Subject: Approve Purchase Order Board Report for the Period of October 15, 2023 through November 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 October 15, 2023 through November 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 10/15/2023 - 11/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00129	CHEFS TOYS LLC	WAREHOUSE SMALLWARES FOR 23-24 SY	NUTRITION SERVICES DEPARTMENT	13	45,000.00
B24-00817	SONOVA USA INC	AUDIOLOGY MTRLS - SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00818	OTICON INC	AUDIOGOGY EQUIPMENT - SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00819	LIGHTSPEED TECHNOLOGIES INC	AUDIOLOGY BATTERIES - SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00820	SONOVA USA INC	AUDIOLOGY MTRLS - REPAIRS	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00821	LIGHTSPEED TECHNOLOGIES INC	AUDIOLOGY BATTERIES - REPAIRS	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00822	OTICON INC	AUDIOGOGY EQUIPMENT - REPAIRS	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
B24-00823	JOSTENS INC	ONLY FOR DUPLICATE DIPLOMAS 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	500.00
B24-00824	RAY MORGAN CO	MONTHLY WATER SYSTEM MAINTENANCE AGR 2023-24SY	THEODORE JUDAH ELEMENTARY	01	420.00
B24-00825	SIGNATURE GRAPHICS	0420-465 ROSA PARKS SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00826	SIGNATURE GRAPHICS	0354-465 SUTTERVILLE SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00827	SIGNATURE GRAPHICS	0242-465 MATSUYAMA SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00828	SIGNATURE GRAPHICS	0146-465 ISADOR COHEN SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00829	SIGNATURE GRAPHICS	0540-465 ROSEMONT SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00830	SIGNATURE GRAPHICS	0431-465 FERN BACON SECURITY BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00831	SIGNATURE GRAPHICS	0272-465 PARKWAY SECURITY BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00832	SIGNATURE GRAPHICS	0510-465 CKM SECURITY IMPROV BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00833	THE HOME DEPOT PRO	SUPPLIES CTE PAX LABS VARIOUS MS 2023-24SY	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00834	CALIFORNIA INTERSCHOLASTIC FED	CIF SAC-JOQUIN SECTION 2023-24FY	EQUITY, ACCESS & EXCELLENCE	01	4,000.00
B24-00835		PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	1,230.00

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ERP for California

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Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

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B24-00836	SIGNATURE GRAPHICS	0183-464 JOSEPH BONNHEIM TELECENTER BLUEPRINTS	FACILITIES SUPPORT SERVICES	21	300.00
B24-00837	SIGNATURE GRAPHICS	0110-464 E.PHILLIPS TELECENTER BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00838	SIGNATURE GRAPHICS	0510-464 CKM TELECENTER BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00839	SIGNATURE GRAPHICS	0035-464 CAMELLIA TELECENTER BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00840	SIGNATURE GRAPHICS	0300-464 CROCKER/RIVERSIDE TELECENTER BLUEPRINT	FACILITIES SUPPORT SERVICES	21	300.00
B24-00841	SIGNATURE GRAPHICS	0029-464 BRET HARTE TELECENTER BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00842	SIGNATURE GRAPHICS	0520-464 HJHS TELECENTER BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00843	SIGNATURE GRAPHICS	0151-464 LDV TELECENTER BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00844	SIGNATURE GRAPHICS	0142-464 H.PARK TELECENTER BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00845	SIGNATURE GRAPHICS	0163-464 JCABRILLO TELECENTER BLUEPRINT SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00846	SIGNATURE GRAPHICS	0117-464 FKBK TELECENTER BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	300.00
B24-00847	SIGNATURE GRAPHICS	0148-464 LEATAATA FLOYD TELECENTER BLUEPRINT	FACILITIES SUPPORT SERVICES	21	300.00
B24-00848	HEART BEAT	INSTRUCTIONAL/MEDICAL CLINICAL PROGRAMS 2023-24SY	CHARLES A. JONES CAREER & ED	11	2,100.00
B24-00849	COMPREHENSIVE MEDICAL, INC	STUDENT DRUG TESTS 2023-24SY	CHARLES A. JONES CAREER & ED	11	2,780.00
B24-00850	MIDDLEBY MARSHALL HOLDING dba NU- VU FOOD SERVICE SYSTEM	PARTS FOR DOYON MIXER-CK SY23-24	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B24-00851	L & C COOK SPECIALTY FOODS INC TRUCKEE SOURDOUGH CO	BREAD 2023-24	NUTRITION SERVICES DEPARTMENT	13	2,000.00
B24-00852	SOIL BORN FARMS	PRODUCE FOR CENTRAL KITCHEN-CDFA GRANT FY23-24	NUTRITION SERVICES DEPARTMENT	13	50,000.00
B24-00853	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-URBAN AGRICULTURE & RSE PRGM-2023-24SY	CAREER & TECHNICAL PREPARATION	01	1,000.00

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B24-00854	PRODUCE EXPRESS INC	SUPPLIES-URBAN AGRICULTURE & RSE PRGM 2023-24	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00855	THE HOME DEPOT PRO	SUPPLIES AUTOMOTIVE PATHWAY@JFK 2023-24SY	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00856	[REDACTED]	SETTLEMENT MOU [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	17,000.00
B24-00857	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,901.00
B24-00858	JJB FARMS LP dba ONIONS ETC	PRODUCE FOR SY 2023-24 SY MODI APPLES	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B24-00859	DEORCHARDS LP DAVID J ELLIOT & SON	TO PURCHASE FRUIT & VEGETABLES FOR FARM TO SCHOOL-	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B24-00860	FIERY GINGER FARM LLC dba SPOR K FOOD HUB	FRESH PRODUCE FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B24-00861	HIGHLAND ORCHARD	FRESH FARM TO SCHOOL FRUIT FOR THE 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B24-00862	PANERA BREAD CO	PK/TK Principal's Meeting	EARLY LEARNING & CARE PROGRAMS	12	7,500.00
B24-00863	ZYTECH SOLUTIONS INC	CHROMEBOOK REPAIRS FOR STUDENT LEARNING	TECHNOLOGY SERVICES	01	5,000.00
B24-00864	LEHR AUTO	LIGHTBARS FOR SAFETY VEHICLES 2023-24SY	SAFE SCHOOLS OFFICE	01	6,614.90
B24-00865	CITY OF SACRAMENTO dba PARKING SERVICE DIVISION	BLANKET ORDER FOR STREET PARKING PERMITS	WILLIAM LAND ELEMENTARY	01	2,700.00
B24-00866	COLLEGE OAK TOWING	TRANSPORT VECHICLES -AUTOMOTIVE 2023-24	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00867	BERBER FOOD MFG INC dba MI RAN CHO	TORTILLAS FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	8,000.00
B24-00868	ATORIAS BAKING COMPANY dba WHE AT VALLEY BAKERY	PITA SOFT DIPPERS 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	90,000.00
B24-00869	LA FOODS	CANNED FRUIT FOR 2023-2024 SY	NUTRITION SERVICES DEPARTMENT	13	388,194.00
B24-00870	ELYSIUM FOOD GROUP	HOAGIE & SANDWICHES FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B24-00871	PILGRIMS PRIDE CORP	CHICKEN PRODUCTS FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	284,875.93
B24-00872	MILLER PACKING CO	ALL NATURAL HOT DOGS FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	95,000.00
B24-00873	TRUE NATURAL FOODS INC	QUESADILLAS FOR 2023-24SY	NUTRITION SERVICES DEPARTMENT	13	151,914.00
B24-00874	SPICEOLOGIST INC	SEASONING FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	1,800.00
B24-00875	PK KINDER CO INC	BBQ SAUCE FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	8,798.40

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B24-00876	O'REILLY AUTOMOTIVE STORES INC O'REILLY AUTO PARTS	JB POLANCO-AUTOMOTIVE TECH PATHWAY-JFK 2023-24 SY	CAREER & TECHNICAL PREPARATION	01	2,000.00
B24-00877	ATTN CREDIT ADMINISTRATION C/O U HAUL INTERNATIONAL	PROPANE FUEL FOR SWEEPER	HIRAM W. JOHNSON HIGH SCHOOL	01	350.00
B24-00878	AMADOR STAGE LINES INC	HJHS ATHLETIC TRANSPORTATION-SUPPLEMENTARY	HIRAM W. JOHNSON HIGH SCHOOL	01	10,000.00
B24-00879	ALL WEST COACHLINES INC	LAW FIELD TRIP TRANSPORTATION 10/26	HIRAM W. JOHNSON HIGH SCHOOL	01	12,000.00
B24-00880	CARGILL INC	EGG PRODUCTS FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	145,000.00
B24-00881	TASTY BRANDS LLC	SPRING MENU	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B24-00882	REDI GRO CORP	SUPPLIES FOR AGRICULTURE PROGRAM 2023-24SY	CAREER & TECHNICAL PREPARATION	01	1,500.00
CHB24-00309	UBEO WEST LLC dba UBEO BUSINES S SERVICES	FY 23-24 - CANON COPIER IMAGE RUNNER #161979	UMOJA INTERNATIONAL ACADEMY	01	3,000.00
CHB24-00310	UBEO WEST LLC dba UBEO BUSINES S SERVICES	CANON COPIER RENTALS 2023/2024 SY	H.W. HARKNESS ELEMENTARY	01	3,500.00
CHB24-00311	ODP BUSINESS SOLUTIONS LLC	Office Depot-Instructional Supplies 23/24	BRET HARTE ELEMENTARY SCHOOL	01	3,600.00
CHB24-00312	UBEO WEST LLC dba UBEO BUSINES S SERVICES	UBEO COPIER LEASE SY 2023/24	DAVID LUBIN ELEMENTARY SCHOOL	01	4,000.00
CHB24-00313	UBEO WEST LLC dba UBEO BUSINES S SERVICES	CANON COPIER RENTAL SY 2023/24	ETHEL PHILLIPS ELEMENTARY	01	6,000.00
CHB24-00314	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTARY CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	10,000.00
CHB24-00315	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT INSTRUCTIONAL SUPPLIES/MATERIALS	ETHEL I. BAKER ELEMENTARY	01	10,000.00
CHB24-00316	UBEO WEST LLC dba UBEO BUSINES S SERVICES	CANON COPIER 2023/24	MARTIN L. KING JR ELEMENTARY	01	4,000.00
CHB24-00317	UBEO WEST LLC dba UBEO BUSINES S SERVICES	BLANKET ORDER-COPIER 2023/24	CURRICULUM & PROF DEVELOP	01	9,000.00
CHB24-00318	ODP BUSINESS SOLUTIONS LLC	23-24 OFFICE DEPOT SUPPLIES CHARTER OVERSIGHT	CONTINUOUS IMPRVMT & ACNTBLTY	01	2,000.00
CS24-00258	TAHOE ELEMENTARY	Reimbursement for Tahoe Elementary PTA	BOARD OF EDUCATION	01	2,000.00
CS24-00259	E-BUILDER INC	EBUILDER - DATA WAREHOUSE	FACILITIES SUPPORT SERVICES	21	3,828.70
CS24-00260	GRACE FA'AVESI BLOOM LEADERSHI P	2023-24 BLOOM LEADERSHIP	YOUTH DEVELOPMENT	01	87,296.00
CS24-00261	916 INK	2023-24 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	88,000.00
CS24-00262	DEPARTMENT OF SOUND	2023-24 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	57,504.00

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CS24-00263	MAD SCIENCE OF SACRAMENTO VALL EY	SUPPLEMENTAL PROVIDER-MAD SCIENCE	YOUTH DEVELOPMENT	01	98,280.00
CS24-00266	DWIGHT TAYLOR SR	STUDENT INTERVENTION/SUPPORT SESSION	UMOJA INTERNATIONAL ACADEMY	01	22,590.00
CS24-00268	CALIDANZA DANCE CO	Calidanza Dance CompanyBallett Folklorico	MARK TWAIN ELEMENTARY SCHOOL	01	550.00
CS24-00270	CAPITOL TECH SOLUTIONS	DATA ENTREE MAINTENANCE AGREEMENT	NUTRITION SERVICES DEPARTMENT	13	60,000.00
CS24-00271	LEADERSHIP ASSOCIATES LLC	LEADERSHIP ASSOCIATES-JOB POSTING FOR CIO	HUMAN RESOURCE SERVICES	01	20,000.00
CS24-00273	ANITA CAULK	American Red Cross Course Instructor	ACADEMIC OFFICE	01	3,000.00
CS24-00277	CRYSTAL HOFF	CONSTRUCTION/BOND FINANCIAL CONSULTING SERVICES	ACCOUNTING SERVICES DEPARTMENT	21	10,000.00
CS24-00278	KITCHELL CEM INC	0510-434 CKM KITCHEN MOD - CONSTRUCTION MANAGEMENT	FACILITIES SUPPORT SERVICES	21	55,600.00
CS24-00281	ELIZABETH B ISONO	IEE Occupational Therapy for K.G. OAH	SPECIAL EDUCATION DEPARTMENT	01	3,000.00
CS24-00284	INTERNATIONAL DANCE ARTS COLLE CTIVE	PAYMENT FOR CULTURAL DANCE PERFORMANCE	WILLIAM LAND ELEMENTARY	01	500.00
CS24-00285	ERNEST ALMENDAREZ MD	OT/PT/PSYCH REVIEW & PRESCRIPTIONS	SPECIAL EDUCATION DEPARTMENT	01	10,000.00
CS24-00286	MAXIM HEALTHCARE STAFFING SERV ICES INC	23-24 504 MAXIM CONTRACT	HEALTH SERVICES	01	90,000.00
CS24-00287	RO HEALTH INC	23-24 COVID RO HEALTH CONTRACT	HEALTH SERVICES	01	100,000.00
CS24-00288	ACCELERATE EDUCATION INC	ACCELERATED ACADEMY CREDIT RECOVERY 23-24 SY	COUNSELING SERVICES	01	340,250.00
CS24-00289	UC MERCED CENTER FOR EDUCATION AL PARTNERSHIPS	UC Merced Tool - Year 1	TECHNOLOGY SERVICES	01	192,810.89
CS24-00290	HELLAN ROTH DOWDEN	H RTP RWF HELLAN DOWDAN	HEALTH SERVICES	01	39,000.00
CS24-00291	VANIR CONSTRUCTION MGMT INC	0272-416 PARKWAY SHADE STRUCTURE-CONSTRUCTIO N MGMT	FACILITIES SUPPORT SERVICES	21	72,660.00
CS24-00292	ENTEK CONSULTING GROUP, INC	0410-409 AEINSTEIN CORE - HAZMAT INSPECTION SVC	FACILITIES SUPPORT SERVICES	21	57,650.00
CS24-00293	ENTEK CONSULTING GROUP, INC	0510-433 CKM HVAC MOD - HAZMAT INSPECTION	FACILITIES SUPPORT SERVICES	21	29,500.00
CS24-00294	ENTEK CONSULTING GROUP, INC	0004-468 ALICE BIRNEY RENEWAL HAZARDOUS MATERIALS	FACILITIES SUPPORT SERVICES	21	42,000.00
CS24-00295	SCOE K12 CURRICULUM & INSTRUCT ION	PD- HISTORY/SS	HIRAM W. JOHNSON HIGH SCHOOL	01	19,000.00
CS24-00296	SCOE ISS-READING K-12	SCOE	MARK TWAIN ELEMENTARY SCHOOL	01	8,400.00

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CS24-00297	TERRACON CONSULTANTS INC	0540-465 ROSEMONT SECURITY SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	6,845.00
CS24-00298	TERRACON CONSULTANTS INC	0431-465 FERN BACON SECURITY SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	6,765.00
CS24-00299	TERRACON CONSULTANTS INC	0510-465 CKM SECURITY SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	6,725.00
CS24-00300	TERRACON CONSULTANTS INC	0354-465 SUTTERVILLE SECURITY SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	6,725.00
CS24-00301	TERRACON CONSULTANTS INC	0420-465 ROSA PARKS SECURITY SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	7,435.00
CS24-00302	NORTHSTAR ENGINEERING GROUP	0410-409 AEINSTEIN CORE RENOVATION - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	21,940.00
CS24-00303	HANCOCK PARK & DELONG	School Facilities Funding Consulting Services	FACILITIES SUPPORT SERVICES	25	25,000.00
CS24-00304	VISTA CHILD THERAPY LLC	INDEPENDENT EDUCATIONAL EVAL OT	SPECIAL EDUCATION DEPARTMENT	01	1,500.00
CS24-00305	GEORGE VANDUSEN dba PHOENIX CO NSTRUCTION	0265-461 OAK RIDGE NEW SCHOOL - INSPECTION SVC	FACILITIES SUPPORT SERVICES	21	429,660.00
CS24-00306	THERAPEUTIC LANGUAGE CLINIC	OT/PT/AT Services	SPECIAL EDUCATION DEPARTMENT	01	24,999.00
CS24-00307	CALIFORNIA INSPECTION NETWORK	0262-461 NICHOLAS NEW SCHOOL - DSA INSPECTION SVC	FACILITIES SUPPORT SERVICES	21	95,700.00
CS24-00308	CHERIE CHENOWETH	FURNITURE REPLACEMENT PRJCTS - CONSULTING SERVICES	FACILITIES SUPPORT SERVICES	21	15,000.00
CS24-00309	JUST US UNITED	2023-24 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	39,000.00
CS24-00320	FIRST CAPITOL CONSULTING INC d ba TRUSAIC	TRUSAIC SERVICE CONTRACT FOR 2019-2020	RISK MANAGEMENT	01	208,560.00
N24-00017	ED SUPPORTS LLC dba JUVO	NPA SERVICES (1:1 BEHAVIOR AIDE)	SPECIAL EDUCATION DEPARTMENT	01	1,189,440.00
N24-00018	GROWING HEALTHY CHILDREN THERA PY SERVICES INC	NPA SERVICES (OT)	SPECIAL EDUCATION DEPARTMENT	01	655,200.00
N24-00019	NEW DIRECTIONS SOLUTIONS LLC d ba PROCARE THERAPY	NPA SERVICES (REGISTERED BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	388,800.00
N24-00020	SPEECH PATHOLOGY GROUP INC	NPA SERVICES (1:1 BEHAVIOR TECHNICIAN)	SPECIAL EDUCATION DEPARTMENT	01	5,673,240.00
N24-00021	LEARNING SOLUTIONS KIDS INC	NPA SERVICES (CLASSROOM AIDES)	SPECIAL EDUCATION DEPARTMENT	01	1,065,600.00
N24-00022	MUSIC TO GROW ON MUSIC THERAPY SERVICES INC	NPA SERVICES (MUSIC THERAPY)	SPECIAL EDUCATION DEPARTMENT	01	170,000.00

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N24-00023	LAGUNA PHYSICAL THERAPY & HAND REHABILITATION	NPA SERVICES (PT)	SPECIAL EDUCATION DEPARTMENT	01	180,000.00
N24-00024	NEW DIRECTIONS SOLUTIONS LLC d ba PROCARE THERAPY	NPA SERVICES (SLP)	SPECIAL EDUCATION DEPARTMENT	01	531,648.00
N24-00025	CAPITOL SPEECH & REHABILITATION SERVICES	NPA SERVICES (SLP)	SPECIAL EDUCATION DEPARTMENT	01	729,000.00
N24-00026	GROWING HEALTHY CHILDREN THERAPY SERVICES INC	NPA SERVICES (SLP)	SPECIAL EDUCATION DEPARTMENT	01	1,162,980.00
N24-00027	PACIFIC AUTISM LEARNING SERVICES	NPA SERVICES (BEHAVIOR 1:1)	SPECIAL EDUCATION DEPARTMENT	01	93,640.00
N24-00028	TRUMPET BEHAVIORAL HEALTH LLC	NPA SERVICES (1:1 BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	233,280.00
N24-00029	SIERRA SCHOOLS INC	NPS EDUCATIONAL SERVICES (E.D.)	SPECIAL EDUCATION DEPARTMENT	01	2,425,200.00
P24-01153	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	1,988.34
P24-01154	APPLE INC	AT MATERIAL - MULTIPLE	SPECIAL EDUCATION DEPARTMENT	01	57,608.44
P24-01155	BRAINPOP	23-24 BRAIN POP SITE LICENSE	WILL C. WOOD MIDDLE SCHOOL	01	2,103.75
P24-01156	LAKESHORE LEARNING MATERIALS	Lakeshore Book Stand for Rm. 1 Mrs. Xiong	EARL WARREN ELEMENTARY SCHOOL	01	474.20
P24-01157	EDGEWOOD PRESS INC	FRIDAY FOLDERS	HOLLYWOOD PARK ELEMENTARY	01	666.00
P24-01158	ULTRA TRUCKWORKS INC	PURCHASING 1 LIFT GATES FOR 2016 FORDS 2023-24 SY	NUTRITION SERVICES DEPARTMENT	01	11,354.78
P24-01159	ODP BUSINESS SOLUTIONS LLC	Office Depo - Rm. 18 Flip Chart	EARL WARREN ELEMENTARY SCHOOL	01	324.06
P24-01160	HEGGERTY PHONEMIC AWARENESS	PRE-K (TK) CURRICULUM 2022 (COLASANTI)	OAK RIDGE ELEMENTARY SCHOOL	01	99.00
P24-01161	SCHOOL SPECIALTY	ECO CHAIRS FOR STAFF	JOHN BIDWELL ELEMENTARY	01	2,614.04
P24-01162	PLUSHY FEELY CORP dba KIMOCHIS	Rumi Nozue	EARLY LEARNING & CARE PROGRAMS	12	710.32
P24-01163	THE HOME DEPOT PRO	FRIDGE - ABRAHAM LINCOLN PS - KIN DO	EARLY LEARNING & CARE PROGRAMS	12	708.13
P24-01164	FORESTRY SUPPLIERS INC	AP ENVIRONMENTAL SCIENCE SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	821.09
P24-01165	5-STAR STUDENTS LLC	REWARD APP SUBSCRIPTION	CALIFORNIA MIDDLE SCHOOL	01	2,400.00
P24-01166	SCHOLASTIC BOOK CLUBS INC	SCHOLASTIC	PONY EXPRESS ELEMENTARY SCHOOL	01	778.65
P24-01167	SCHOOL SPECIALTY	LATERAL FILE CABINET FOR ELC ENROLLMENT, SUE	EARLY LEARNING & CARE PROGRAMS	12	511.10
P24-01168	AMAZON CAPITAL SERVICES	DESKTOP PAPER FOLDER	SAM BRANNAN MIDDLE SCHOOL	01	320.81

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Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01169	AMERICAN ACADEMY OF PEDIATRICS	23-24 AM. ACAD. OF PEDIATRICS- ONLINE SUBSCRIPTION	HEALTH SERVICES	01	3,135.00
P24-01170	AMADOR STAGE LINES INC	UC DAVIS FIELD TRIP 11-8-23	COUNSELING SERVICES	01	1,415.00
P24-01171	BILL SMITH PHOTOGRAPHY	TREAT-AS-CONFIRMING - DUAL ID CARD SYSTEM	C. K. McCLATCHY HIGH SCHOOL	01	500.00
P24-01172	CALIFORNIA COMMISSION ON TEACHER CREDENTIALING	ANNUAL ACCREDITATION FEES INDUCTION 2023-24	ACADEMIC OFFICE	01	1,800.00
P24-01173	PATRICIA BRADSHAW	REIMBURSEMENT_PATRICIA BRADSHAW_BATTERIES PLUS	CHARLES A. JONES CAREER & ED	11	107.70
P24-01174	COUNTY OF SACRAMENTO ENVIRONMENTAL MGMT DEPT	HAZARDOUS WASTE CHARGE - 9-27-2023	JOHN F. KENNEDY HIGH SCHOOL	01	1,188.00
P24-01175	SACRAMENTO COUNTY OFFICE OF EDUCATION	SLY PARK	JOHN BIDWELL ELEMENTARY	01	9,000.00
P24-01176	ROCHELLE REED	REIMBURSEMENT FOR MATERIALS FOR THE VOLLEYBALL CL	EQUITY, ACCESS & EXCELLENCE	01	753.84
P24-01177	AMAZON CAPITAL SERVICES	HOMELESS STUDENT EMERGENCY CLOTHING	HIRAM W. JOHNSON HIGH SCHOOL	01	762.29
P24-01178	DJM DRAPERY	WINDOW SHADE PURCHASES AND REPAIRS FOR NS DEPARTMENT	NUTRITION SERVICES DEPARTMENT	13	3,156.00
P24-01179	AMAZON CAPITAL SERVICES	ADAPTER FOR WIRELESS CONNECTION TO PROJECTOR	ENGINEERING AND SCIENCES HS	01	73.09
P24-01180	AMAZON CAPITAL SERVICES	Classroom Material For Mrs. Johnson	EARL WARREN ELEMENTARY SCHOOL	01	214.95
P24-01181	AMAZON CAPITAL SERVICES	MENDOZA WINTER SHOW	BG CHACON ACADEMY	09	457.68
P24-01182	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	51.66
P24-01183	AMAZON CAPITAL SERVICES	SPED ALLOCATION; MELISSA COOKE	MARTIN L. KING JR ELEMENTARY	01	85.90
P24-01184	JONES-CAMPBELL CO INC	REMAINING BALANCE P23-04032 - HJ FAMILY CTR	EARLY LEARNING & CARE PROGRAMS	12	1,017.19
P24-01185	PTM DOCUMENT SYSTEMS	Print Chef Renewal for Infinite Campus	TECHNOLOGY SERVICES	01	195.00
P24-01186	ALL WEST COACHLINES INC	TRANSPORTATION FOR TREETOP FIELD TRIP	LUTHER BURBANK HIGH SCHOOL	01	2,187.91
P24-01187	AMAZON CAPITAL SERVICES	AT/AAC ORDER - C/O FKBK	SPECIAL EDUCATION DEPARTMENT	01	12.44
P24-01189	MCR MEDICAL dba CHARLIE'S INVENTORY	MEDICAL SUPPLIES 2023-24SY	CAREER & TECHNICAL PREPARATION	01	483.78
P24-01190	CARDIO PARTNERS INC	MEDICAL EQUIPMENT- SIMULAIDS/LARRY 2023-24SY	CAREER & TECHNICAL PREPARATION	01	1,565.77
P24-01191	EPIC SPORTS INC	ELEMENTARY SUPPLIES FOR FOOTBALL 2023-24SY	EQUITY, ACCESS & EXCELLENCE	01	497.10
P24-01192	ENTEK CONSULTING GROUP INC	CONFIRMING - NON-VIABLE MOLD SAMPLING 23-24SY	FACILITIES MAINTENANCE	01	1,415.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01193	CAL DEPT OF SOCIAL SERVICES	LICENSING FEE- C.B. WIRE - DEPT OF SOC. SERVICES	EARLY LEARNING & CARE PROGRAMS	12	484.00
P24-01194	AMAZON CAPITAL SERVICES	CHAVEZ WINTER SHOW	BG CHACON ACADEMY	09	459.59
P24-01195	AMAZON CAPITAL SERVICES	GILBERT WINTER SHOW	BG CHACON ACADEMY	09	512.28
P24-01196	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	2,481.24
P24-01197	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	4,031.80
P24-01198	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	1,689.54
P24-01199	SCUSD - US BANK CAL CARD	GRADNIGHT FEE (YSABELLA KAROLINA HINOJOZA) AID	JOHN F. KENNEDY HIGH SCHOOL	01	579.00
P24-01200	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	2,303.65
P24-01201	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	2,191.10
P24-01202	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	2,323.66
P24-01203	RIFTON EQUIPMENT	AT-PT MATERIAL - YeVa @ MARKOFER	SPECIAL EDUCATION DEPARTMENT	01	5,080.28
P24-01204	ODP BUSINESS SOLUTIONS LLC	WHITE BOARD FOR CBOO OFFICE	BUSINESS SERVICES	01	709.61
P24-01205	AMAZON CAPITAL SERVICES	Office Depo Brand Invitation Envelopes	EARL WARREN ELEMENTARY SCHOOL	01	119.88
P24-01206	FRANKLIN COVEY CLIENT SALES	TREAT AS CONFIRMING 2023-24 SY	JOHN CABRILLO ELEMENTARY	01	2,748.40
P24-01207	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	2023-24 CogAT ONLINE TESTING FOR 1st & 3rd GRADE	GIFTED AND TALENTED EDUCATION	01	59,049.00
P24-01208	CURTIS ROBERTS	LEAD WATER TESTING - CAJ Skills 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	955.00
P24-01209	SCIENCE ALLIANCE LLC	SCIENCE ALLIANCE-CONFIRMING 23-24SY	ABRAHAM LINCOLN ELEMENTARY	01	1,800.00
P24-01210	GARAGE CHAMPS	CARE TEAM POLO'S AND JACKETS	ENROLLMENT CENTER	01	1,433.09
P24-01211	BULK BOOKSTORE	BOOKS FOR STUDENTS 2023-24SY	JOHN CABRILLO ELEMENTARY	01	265.85
P24-01212	BOOKS EN MORE	CLASSROOM READING NOVELS 2023-24SY	WEST CAMPUS	01	3,619.42
P24-01213	BOOKS EN MORE	FIRST GRADE -FALL/WINTER READING 23-24SY	OAK RIDGE ELEMENTARY SCHOOL	01	454.18
P24-01214	THE HOME DEPOT PRO	DUST MOP 2023-24SY	WEST CAMPUS	01	24.03
P24-01215	AAA GARMENTS & LETTERING INC	PBIS PRIDE SHIRTS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	879.58
P24-01216	STERICYCLE INC	TO SHRED OLD RECORDS 2023-24 SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	419.00
P24-01217	AMAZON CAPITAL SERVICES	LAPTOP CHARGER	BUSINESS SERVICES	01	27.18
P24-01218	JENNIFER KRETSCHMAN	COMMUNITY EVENT REIMBURSEMENT 23	ENROLLMENT CENTER	01	546.71

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P24-01219	AMAZON CAPITAL SERVICES	Deliver to Genesis Attn: Lisa Stevens	EARLY LEARNING & CARE PROGRAMS	12	462.45
P24-01220	AMAZON CAPITAL SERVICES	Pro Gaffer Gaffers Tape 2023-24 SY	EARL WARREN ELEMENTARY SCHOOL	01	29.62
P24-01221	PACKAGING SOLUTIONS	VJ DATAFLEX 6530 PRINTER-CDFA GRANT	NUTRITION SERVICES DEPARTMENT	13	45,458.63
P24-01222	TIGER SUPPLIES dbaTIGER MEDICAL	AT/PT MATERIAL FOR KoSm @ FERN BACON MS	SPECIAL EDUCATION DEPARTMENT	01	15,935.99
P24-01223	SCOE FINANCIAL SERVICES	SLY PARK DEPOSIT -1/16-1/19/24	H.W. HARKNESS ELEMENTARY	01	2,400.00
P24-01224	BRAINPOP LLC	SUBSCRIPTION FOR BRAINPOP;FOR CLASSROOM USE	MARTIN L. KING JR ELEMENTARY	01	2,846.25
P24-01225	DOMINIC CAMPOS	Live Scan	MARK TWAIN ELEMENTARY SCHOOL	01	1,541.00
P24-01226	DATA MANAGEMENT INC	Tardy Slips	MARK TWAIN ELEMENTARY SCHOOL	01	236.23
P24-01228	SCHOOL SPECIALTY	MAGNETIC WHITE BOARD	PONY EXPRESS ELEMENTARY SCHOOL	01	309.86
P24-01229	KAGAN PROFESSIONAL DEVELOPMENT	Kagan Instructional Material	HIRAM W. JOHNSON HIGH SCHOOL	01	169.65
P24-01230	MAGAZINE LINE	LIBRARY MAGAZINE SUBSCRIPTIONS	HIRAM W. JOHNSON HIGH SCHOOL	01	498.63
P24-01231	JUDY YIMITING WONG dba TOPS PE N CO	READING INCENTIVES	HIRAM W. JOHNSON HIGH SCHOOL	01	681.86
P24-01232	CALIFORNIA CHAMBER OF COMMERCE	ANNUAL CA EMPLOYER LAW POSTERS 2024	HUMAN RESOURCE SERVICES	01	2,404.16
P24-01233	STEVEN TSUYUKI	CONF. COMPLETED ORDER - TREETOP ADVENTURE PARK	LUTHER BURBANK HIGH SCHOOL	01	1,474.60
P24-01234	AMAZON CAPITAL SERVICES	SUPPORT CENTER SEL INCENTIVES 2023-24 SY	HIRAM W. JOHNSON HIGH SCHOOL	01	179.35
P24-01235	BUILDING BLOCK ENTERTAINMENT	SCHOOL SEL PROGRAMS ASSEMBLY	HOLLYWOOD PARK ELEMENTARY	01	1,397.50
P24-01236	ZAJIC APPLIANCE SERVICE INC	DRYER- XX GE(R) FOR LUTHER BURBANK	NUTRITION SERVICES DEPARTMENT	13	707.49
P24-01237	JACQUELINE GARNER	REIMB FOR STAFF KICKOFF SUPPLIES AUG 25, 2023	STUDENT SUPPORT&HEALTH SRVCS	01	626.88
P24-01238	AMAZON CAPITAL SERVICES	SUPPORT CENTER SEL INCENTIVES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	253.44
P24-01239	AMAZON CAPITAL SERVICES	SUPPORT CENTER SEL INCENTIVES 23-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	116.60
P24-01240	AMAZON CAPITAL SERVICES	STUDENT SEATS ROOM 2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	32.47
P24-01241	AMAZON CAPITAL SERVICES	MONTHLY CHARACTER TRAIT AWARD 2023-24SY	EARL WARREN ELEMENTARY SCHOOL	01	263.20
P24-01242	FRANKLIN COVEY CLIENT SALES	FRANKLIN COVEY CURRICULUM MATERIALS 2023 -24SY	SUTTERVILLE ELEMENTARY SCHOOL	01	150.61
P24-01243	MBS ENGINEERING INC	GAS LEAK DETECTION SURVEY - JOHN STILL K-8	FACILITIES MAINTENANCE	01	3,810.00

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Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01244	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	ESRI SOFTWARE	FACILITIES SUPPORT SERVICES	01	1,000.00
P24-01246	ULINE	WORK STATION FOR WAREHOUSE WORKER	DISTRIBUTION SERVICES	01	560.37
P24-01248	AMAZON CAPITAL SERVICES	PLAYGROUND-TETHERBALL 2023-24SY	EARL WARREN ELEMENTARY SCHOOL	01	65.32
P24-01249	BOOKS EN MORE	NOVELS FOR EXPANDED READING PROGRAM 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	356.12
P24-01250	VARSITY BRANDS HOLDING CO INC	PE EQUIPMENT 2023-24SY	MARK TWAIN ELEMENTARY SCHOOL	01	165.51
P24-01251	VARSITY BRANDS HOLDING CO INC	PE EQUIPMENT 2023-24SY	MARK TWAIN ELEMENTARY SCHOOL	01	648.92
P24-01252	S&S WORLDWIDE INC	PE 2023-24 SY	MARK TWAIN ELEMENTARY SCHOOL	01	66.51
P24-01253	GOPHER SPORT	PE EQUIPMENT 2023-24SY	MARK TWAIN ELEMENTARY SCHOOL	01	115.64
P24-01254	BSN SPORTS LLC	STADIUM BECH SHELF 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	1,739.99
P24-01255	LAKESHORE LEARNING MATERIALS	LAKESHORE MATERIALS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	618.69
P24-01256	DISCOUNT SCHOOL SUPPLY	SCHOOL SUPPLIES- 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	999.11
P24-01257	KLINE MUSIC INC	UKULELES WITH BAGS FOR UKULELE CLASS 2023-24SY	MIWOK MIDDLE SCHOOL	01	78.28
P24-01258	COMMITTEE FOR CHILDREN	SECOND STEP (SOCIAL EMOTIONAL CURRICULIM)	SUY:U ELEMENTARY	01	2,329.00
P24-01259	PTM DOCUMENT SYSTEMS	Print stock for Report Cards	TECHNOLOGY SERVICES	01	14,635.40
P24-01260	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	940.69
P24-01261	CALIFORNIA DEPT OF GENERAL SER VICES	0415-468 CAL MS CAMPUS RENEWAL - DSA FEES	FACILITIES SUPPORT SERVICES	21	101,300.00
P24-01262	AMAZON CAPITAL SERVICES	J . BIDWELL- COZY CORNER RUG-2023-24 SY	EARLY LEARNING & CARE PROGRAMS	12	108.21
P24-01263	NSAV SOLUTIONS	REPLACEMENT LIGHT LAMPS FOR PROJECTORS	WILL C. WOOD MIDDLE SCHOOL	01	440.38
P24-01264	FUN AND FUNCTION	OT FOR LeMa @ SAM BRANNAN	SPECIAL EDUCATION DEPARTMENT	01	103.28
P24-01265	AMAZON CAPITAL SERVICES	LAPTOP COVER FOR HP-ProBook-440-G8-	STRATEGY & CONTINUOUS IMPRMNT	01	24.74
P24-01266	JUDY YIMITING WONG dba TOPS PE N CO	LAW- PROMOTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	3,032.46
P24-01267	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES INK/MASTERS	UMOJA INTERNATIONAL ACADEMY	01	873.15
P24-01268	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM - GRADUATION 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	546.42
P24-01269	FLINN SCIENTIFIC INC 33411	SCIENCE SUPPLIES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	1,160.09

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01270	LAKESHORE LEARNING MATERIALS	NJB AFTERSCHOOL SUPPLIES 2023-24SY	NEW JOSEPH BONNHEIM	09	421.87
P24-01271	JUDY YIMITING WONG dba TOPS PE N CO	LAW AND SOCIAL JUSTICE UNIFORMS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	3,605.06
P24-01272	KLINE MUSIC INC	INSTRUMENTS AND BOOKS FOR CLASS 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	317.34
P24-01273	FISHER SCIENTIFIC CO	SPECTROSCOPE TUBE FOR LAB 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	213.15
P24-01274	ODP BUSINESS SOLUTIONS LLC	HMS INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	1,033.24
P24-01275	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - OFFICE FURNITURE	RISK MANAGEMENT	01	4,045.53
P24-01276	HEGGERTY PHONEMIC AWARENESS	HEGGERTY JASMINE JONES	JOHN H. STILL - K-8	01	1,002.88
P24-01277	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	CLASSROOM INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	877.80
P24-01278	CPR SAVERS & FIRST AID SUPPLY	HMS- MONITOR FOR MANIKINS 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	317.55
P24-01279	NASCO	HMS STABILITY BALLS 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	1,190.00
P24-01280	SOFTCHOICE CORP	Renewal Adobe Creative Cloud for Enterprise	TECHNOLOGY SERVICES	01	12,100.00
P24-01281	BUILDING WORKFORCE SOLUTIONS T EACH CONSTRUCTION INITIATIVE	SUBSCRIPTION BUILDING & CONTRU TRADES PATHWAY	CAREER & TECHNICAL PREPARATION	01	1,750.00
P24-01282	IRON MOUNTAIN	SHREDDING SUMMER CLEAN UP	BUSINESS SERVICES	01	2,459.00
P24-01283	NATUREBRIDGE GGNRA	NATURE BRIDGE FILED TRIP, 3/13/24	MARTIN L. KING JR ELEMENTARY	01	2,843.00
P24-01284	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR CKM FIELD TRIP 10/27/23	COUNSELING SERVICES	01	1,188.00
P24-01285	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR RHS FIELD TRIP 10/27/23	COUNSELING SERVICES	01	1,188.00
P24-01286	CURRICULUM ASSOCIATES LLC	IReady Math books for 6th Grade	BRET HARTE ELEMENTARY SCHOOL	01	596.35
P24-01287	CDW GOVERNMENT	DENISON PRINTER	BG CHACON ACADEMY	09	367.19
P24-01288	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	ADMIN/CNTY OF SAC ENVIRON MGMT DEPT-HAZERDOUS MAT	CHARLES A. JONES CAREER & ED	11	933.00
P24-01289	NO TEARS LEARNING INC dba LEAR NING WITHOUT TEARS	LEARNING WITHOUT TEARS	JOHN H. STILL - K-8	01	4,765.86
P24-01290	HEGGERTY PHONEMIC AWARENESS	KINDERGARTEN CURRICULUM	ETHEL I. BAKER ELEMENTARY	01	327.74
P24-01291	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	SPEECH MATERIAL-LTS	SPECIAL EDUCATION DEPARTMENT	01	1,037.95
P24-01292	PACIFIC OFFICE AUTOMATION	SUPPLIES FOR RISO	HUBERT H BANCROFT ELEMENTARY	01	608.50

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P24-01293	ACCREDITING COMMISSION FOR SCH OOLS, WASC	WASC - MEMBER SECONDARY	GEO WASHINGTON CARVER	09	1,190.00
P24-01294	SCUSD - US BANK CAL CARD	# 3598 FIRST ROBOTICS 2nd COMPETITION @SES	CAREER & TECHNICAL PREPARATION	01	3,000.00
P24-01295	AMERICAN RIVER COLLEGE	AISI 2023-JUNE 26-30, 2023	INDIAN EDUCATON	01	3,200.00
P24-01296	LUX BUS AMERICA CO	6TH GRADE EXPLORATORIUM CHARTER BUS	BG CHACON ACADEMY	09	2,244.20
P24-01297	SCUSD - US BANK CAL CARD	CAL CARD SEPT 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	3,423.88
P24-01298	COMPREHENSIVE MEDICAL INC	NA_STUDENT DRUG TESTS 2023-24	CHARLES A. JONES CAREER & ED	11	1,567.00
P24-01299	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS - LTS	SPECIAL EDUCATION DEPARTMENT	01	337.84
P24-01300	SCHOOL SPECIALTY	PRESCHOOL BCBA MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	178.33
P24-01301	RUSH CUSTOM PRINTS	MASTERS ENRICHMENT AFTERSCHOOL	NEW JOSEPH BONNHEIM	09	267.49
P24-01302	LUX BUS AMERICA CO	CHARTER BUS FOR FIELD TRIP TO SLY PARK	ABRAHAM LINCOLN ELEMENTARY	01	4,591.53
P24-01303	EYNC	EFFIE YEAW - DHER	SUTTERVILLE ELEMENTARY SCHOOL	01	200.00
P24-01304	CDW GOVERNMENT	C&I Admin Assist Laptop, OT Desktop and Monitors	CURRICULUM & PROF DEVELOP	01	4,466.23
P24-01305	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	TV CONNECTION KIT	LUTHER BURBANK HIGH SCHOOL	01	166.13
P24-01306	CDW GOVERNMENT	HP PROBOOK 450 LAPTOP	RISK MANAGEMENT	01	1,021.94
P24-01307	CDW GOVERNMENT	REMARKABLE TABLET - Operations Team - FY23-24	EARLY LEARNING & CARE PROGRAMS	12	3,980.25
P24-01308	CDW GOVERNMENT	ADULT TRANSITION MATERIAL - TECH	SPECIAL EDUCATION DEPARTMENT	01	701.87
P24-01309	SIERRA NATIONAL ASPHALT	CROCKER RIVERSIDE ASPHALT REPAIR CONTINGENCY NOTES	FACILITIES MAINTENANCE	01	995.00
P24-01310	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	CONFIRMING- SAC HIGH POOL HAZARDOUS MAT'LS FEE	FACILITIES MAINTENANCE	01	664.00
P24-01311	WEST COAST ARBORISTS INC	CONFIRMING-O.W.ERLEWINE EMERG LIMB REMOVAL	FACILITIES MAINTENANCE	01	3,628.85
P24-01312	BILL SMITH PHOTOGRAPHY	TREAT AS CONFIRMING - SCHOOL ID	LUTHER BURBANK HIGH SCHOOL	01	4,874.14
P24-01313	KOMBAT INK	PE UNIFORMS 2023-2024SY (KRISTEN GODING)	JOHN F. KENNEDY HIGH SCHOOL	01	575.29
P24-01314	KOMBAT INK	KOMBAT SOCCER INK MEN'S SOCCER UNIFORM 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	779.40
P24-01316	BOOKS EN MORE	PROF. LEARNING MATERIAL FOR D. REESE 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	1,278.30
P24-01317	FLINN SCIENTIFIC INC 33411	HMS - NITRILE GLOVES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	1,596.15

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P24-01318	PRO-ED INC	SPEECH PROTOCOLS - LTS 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	1,879.76
P24-01319	AMAZON CAPITAL SERVICES	LAB SCALE - LLADOC & BROWN	LUTHER BURBANK HIGH SCHOOL	01	761.14
P24-01320	AMAZON CAPITAL SERVICES	BUILDING SUPPLY_FLAG/TAPE/MAGNET /CONVERT CORD	CHARLES A. JONES CAREER & ED	11	114.13
P24-01321	AMAZON CAPITAL SERVICES	OT @ BRET HARTE	SPECIAL EDUCATION DEPARTMENT	01	150.49
P24-01322	AMAZON CAPITAL SERVICES	CALMING CORNER ITEMS FROM AMAZON 2023-24SY	ABRAHAM LINCOLN ELEMENTARY	01	577.33
P24-01323	AMAZON CAPITAL SERVICES	CALMING CORNER ITEMS FROM AMAZON 2023-24SY	ABRAHAM LINCOLN ELEMENTARY	01	264.82
P24-01324	LEADERSHIP ASSOCIATES LLC Attn : Betty Hall	ADVERTISING FOR CIO SEARCH - TREAT AS CONFIRMING	TECHNOLOGY SERVICES	01	610.00
P24-01325	J'S COMMUNICATIONS INC	RADIO PACKAGES - CAMPUS SECURITY	SAM BRANNAN MIDDLE SCHOOL	01	1,653.69
P24-01326	CARLA GALBRAITH	REIMBURSEMENT_CARLA GALBRAITH_TCHER DVLPMNT	CHARLES A. JONES CAREER & ED	11	58.97
P24-01327	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	CERAMIC SUPPLIES 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	793.88
P24-01329	CAWS ATTN: TOM KRUCLI, TREASUR ER	CAWS - ANNUAL MEMBERSHIP	UMOJA INTERNATIONAL ACADEMY	01	400.00
P24-01330	AMAZON CAPITAL SERVICES	CLASSROOM MATERIAL SDC/5TH 2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	144.90
P24-01331	AMAZON CAPITAL SERVICES	FOR GENESIS ENROLLMENT ATTN: DR.GELLE 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	191.37
P24-01332	SACRAMENTO COUNTY OFFICE OF ED UCATION	DEPOSIT INVOICE 2023 - 2023 SLY PARK	OAK RIDGE ELEMENTARY SCHOOL	01	1,400.00
P24-01333	AMAZON CAPITAL SERVICES	DUAL PHONE CASE 2023-24SY	STRATEGY & CONTINUOUS IMPRVMNT	01	13.04
P24-01334	SACRAMENTO COUNTY OFFICE OF ED UCATION	SLY PARK DEPOSIT 23-24	LEONARDO da VINCI ELEMENTARY	01	4,250.00
P24-01335	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR JFK FIELD TRIP 10/27/23	COUNSELING SERVICES	01	1,188.00
P24-01337	GREAT AMERICAN MOVERS	0262-461 NICHOLAS NEW SCHOOL - GAM FINAL INVOICE	FACILITIES SUPPORT SERVICES	21	10,456.20
P24-01338	CITY OF SACRAMENTO COMMUNITY DEVELOPMENT	0525-470 JFK SB/BB FIELDS - CITY OF SACRAMENTO	FACILITIES SUPPORT SERVICES	21	1,611.00
P24-01339	SIERRA NATIONAL ASPHALT	ELDER CREEK ASPHALT REPAIR CONTINGENCT NOTES	FACILITIES MAINTENANCE	01	5,500.00
P24-01340	AMAZON CAPITAL SERVICES	WATER FILTERS - ELC SERNA 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	32.28
P24-01341	SCOE FINANCIAL SERVICES	Deposit for Sly Park	BRET HARTE ELEMENTARY SCHOOL	01	810.00

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Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01342	SCOE FINANCIAL SERVICES	SLY PARK SCIENCE CAMP DEPOSIT 2024	CAMELLIA BASIC ELEMENTARY	01	2,800.00
P24-01343	GOPHER SPORT	SPORTS DEPARTMENT VERNON G 2023-24SY	JOHN H. STILL - K-8	01	2,098.85
P24-01344	AMAZON CAPITAL SERVICES	RAMIREZ CALMING CORNER 2023-24SY	BG CHACON ACADEMY	09	109.55
P24-01345	AMAZON CAPITAL SERVICES	AFTERSCHOOL SUPPLIES 2023-24SY	NEW JOSEPH BONNHEIM	09	247.93
P24-01346	CDW GOVERNMENT	COLOR PRINTER FOR PRINCIPAL	ACCELERATED ACADEMY	01	840.67
P24-01347	CDW GOVERNMENT	TECH MATERIAL - OT MOSS	SPECIAL EDUCATION DEPARTMENT	01	386.92
P24-01348	CDW GOVERNMENT	COLOR PRINTER FOR RESOURCE ROOM	WASHINGTON ELEMENTARY SCHOOL	01	367.19
P24-01349	PACIFIC OFFICE AUTOMATION	SUPPLIES FOR RISO MACHINES	CALIFORNIA MIDDLE SCHOOL	01	524.57
P24-01350	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	JOHN CABRILLO ELEMENTARY	01	652.47
P24-01351	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	MIWOK MIDDLE SCHOOL	01	3,226.37
P24-01352	PACIFIC OFFICE AUTOMATION	RISO INK	SAM BRANNAN MIDDLE SCHOOL	01	185.70
P24-01353	CDW GOVERNMENT	Little SIS FY 24	ACADEMIC OFFICE	01	5,625.00
P24-01354	ODP BUSINESS SOLUTIONS LLC	HEALTH OFFICE SUPPLIES MRS.BUTLER	JOHN F. KENNEDY HIGH SCHOOL	01	669.17
P24-01355	ODP BUSINESS SOLUTIONS LLC	HEALTH OFFICE NURSE OFFICE 2023-2024	JOHN F. KENNEDY HIGH SCHOOL	01	462.71
P24-01356	THE HOME DEPOT PRO	HJ FEC REFRIGERATOR - EL&C FY23-24	EARLY LEARNING & CARE PROGRAMS	12	2,430.61
P24-01357	HUBERT COMPANY LLC	CUPS FOR SITES - DELIVER TO ELC ENROLL. CTR	EARLY LEARNING & CARE PROGRAMS	12	1,489.66
P24-01358	LAKESHORE LEARNING MATERIALS	PROFORMA INVOICE# 409495-QUOTE 25993, J.BIDWELL PS	EARLY LEARNING & CARE PROGRAMS	12	24,534.55
P24-01359	COOLE SCHOOL INC	PLANNERS FOR 2023-2024	MARTIN L. KING JR ELEMENTARY	01	84.10
P24-01360	MSC INDUSTRIAL SUPPLY CO	CALIPERS/BANDSAW BLADES REPLACE EQUIP-MAD PATHWAY	CAREER & TECHNICAL PREPARATION	01	1,042.79
P24-01361	SMARTSHEET INC	Smartsheet Subscription Renewal	TECHNOLOGY SERVICES	01	7,500.00
P24-01362	TELEMEDIA LLC DBA TPC TRAINING	SOFTWARE CONSTRUCTION/WELDING-C HRIS ANTRIM	CAREER & TECHNICAL PREPARATION	01	798.00
P24-01363	GARAGE CHAMPS	T-Shirts 2023-2024	CAROLINE WENZEL ELEMENTARY	01	3,021.40
P24-01364	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	PSYCH MATERIAL-LTS	SPECIAL EDUCATION DEPARTMENT	01	11,305.62

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01365	AVF SYSTEMS INC	DOOR EXPANSION SOFTWARE LICENSES	FACILITIES MAINTENANCE	01	900.00
P24-01366	LAKESHORE LEARNING MATERIALS	AFTERSCHOOL NJB AFTERSCHOOL SUPPLIES	NEW JOSEPH BONNHEIM	09	8,363.48
P24-01367	SCHOLASTIC INC	Scholastic News For Mrs. Ascalon Rm. 21	EARL WARREN ELEMENTARY SCHOOL	01	66.39
P24-01368	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	2024-25 SCHOOL PLANNERS	WEST CAMPUS	01	3,646.82
P24-01369	CURRICULUM ASSOCIATES LLC	i-ready supplemental program to enhance skills	MARK TWAIN ELEMENTARY SCHOOL	01	10,918.80
P24-01370	CURRICULUM ASSOCIATES LLC	IREADY ONLINE ELA AND MATH SUPPORT	OAK RIDGE ELEMENTARY SCHOOL	01	16,390.80
P24-01371	CURRICULUM ASSOCIATES LLC	I-READY LICENSES	HUBERT H BANCROFT ELEMENTARY	01	2,700.00
P24-01373	CURRICULUM ASSOCIATES LLC	IReady Sofeware	BRET HARTE ELEMENTARY SCHOOL	01	6,026.40
P24-01374	BSN SPORTS LLC	SOCCER NETS/GOALS	WEST CAMPUS	01	6,958.75
P24-01375	BOOKS EN MORE	BOOKS FOR TEACHER PD	HIRAM W. JOHNSON HIGH SCHOOL	01	738.41
P24-01376	ODP BUSINESS SOLUTIONS LLC	CLASSROOM MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	505.67
P24-01377	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	163.11
P24-01378	ORIENTAL TRADING CO, ACCT 2520 80	INCENTIVES FOR SpEd STUDENTS	BG CHACON ACADEMY	01	82.47
P24-01379	CDW GOVERNMENT	COLOR PRINTERS PIRING/TRAN	JOHN H. STILL - K-8	01	1,155.25
P24-01380	CDW GOVERNMENT	SCANNER FOR ACCOUNTING MANAGER	ACCOUNTING SERVICES DEPARTMENT	01	451.37
P24-01381	CDW GOVERNMENT	LAPTOP AND COMPUTER PARTS FOR CK	NUTRITION SERVICES DEPARTMENT	13	4,843.35
P24-01382	DISCOUNT SCHOOL SUPPLY	OUTSTANDING INVOICES FOR ITEMS RECEIVED FY22-23	EARLY LEARNING & CARE PROGRAMS	12	4,606.28
P24-01383	LAKESHORE LEARNING MATERIALS	TABLE & CHAIRS - B. FLAG - MELANIE LOR	EARLY LEARNING & CARE PROGRAMS	12	4,582.59
P24-01384	LUX BUS AMERICA CO	FIELD TRIP TO SLY PARK 6TH GRADE SCIENCE CAMP	NEW JOSEPH BONNHEIM	01	2,110.03
P24-01385	AMADOR STAGE LINES INC	BUS FOR FT TO DISTRICT COURT OF APPEALS-LPPA	C. K. McCLATCHY HIGH SCHOOL	01	941.00
P24-01386	KAGAN PUBLISHING INC	SCHOOL TRAINING COURSE MATERIALS	COUNSELING SERVICES	01	4,929.16
P24-01387	MOHAWK LIFT LLC	AUTOMOTIVE TECH-TIRE CHANGER, TABLE-TOP-JB@JFK	CAREER & TECHNICAL PREPARATION	01	9,631.91
P24-01388	4 IMPRINT INC	SPED STAFF MATERIALS - THOMAS	SPECIAL EDUCATION DEPARTMENT	01	211.88
P24-01389	EAST BAY RESTAURANT SUPPLY INC	SCISSOR LIFE FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,656.15

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01390	SCHOLASTIC	SCHOLASTIC FOR CLASS - OHARA	MIWOK MIDDLE SCHOOL	01	710.94
P24-01391	EYNC	EFFIE YEAW SCHOOL TRIP/ MAYER	SUTTERVILLE ELEMENTARY SCHOOL	01	200.00
P24-01392	GBC GENERAL BINDING CORP	SERVICE FOR THE LAMINATOR	MARTIN L. KING JR ELEMENTARY	01	623.14
P24-01393	EYNC	EEFIE YEAW /SCHOOL FIELD TRIP KINDERGARTEN	SUTTERVILLE ELEMENTARY SCHOOL	01	400.00
P24-01394	AMADOR STAGE LINES INC	SLY PARK TRANSPORTATION AMADOR-1/22/24-1/26/24	PONY EXPRESS ELEMENTARY SCHOOL	01	2,118.48
P24-01395	SCOE FINANCIAL SERVICES	SLY PARK	JOHN H. STILL - K-8	01	5,000.00
P24-01396	SCUSD - US BANK CAL CARD	CALCARD RECON - SEPT 2023	ACADEMIC OFFICE	01	26.29
P24-01397	SCUSD - US BANK CAL CARD	CALCARD RECON OCTOBER 2023	ACADEMIC OFFICE	01	26.29
P24-01398	FREEMPORT CLEANERS	TREAT-AS-CONFIRMING: DRY CLEAN BLAZERS/SHIRTS-LPPA	C. K. McCLATCHY HIGH SCHOOL	01	2,568.90
P24-01399	UNIVERSAL LIMOUSINE CO	TREAT AS CONF. ORDER - 2022-23 OUTSTANDING INVOICE	LUTHER BURBANK HIGH SCHOOL	01	1,050.00
P24-01400	LEONI MEADOWS	FIELD TRIP LEONI MEADOWS PETER BURNETT	SUY:U ELEMENTARY	01	11,504.00
P24-01401	REXEL USA INC PLATT ELECTRIC SUPPLY	BREAKERS-ELECTRICAL PARTS FOR CK OFFICE	NUTRITION SERVICES DEPARTMENT	13	1,087.01
P24-01402	KUTA SOFTWARE LLC	MATH TEST & WORKSHEET GENERATORS LICENSE	LUTHER BURBANK HIGH SCHOOL	01	320.00
P24-01403	RENAISSANCE LEARNING INC	RENAISSANCE AR FOR K-6TH	SUY:U ELEMENTARY	01	4,620.00
P24-01404	ESTR PUBLICATIONS	RSP CLASS MATERIAL - LTS	SPECIAL EDUCATION DEPARTMENT	01	10,392.50
P24-01405	KAHOOT! ASA	Online Assessment Program	NEW TECH	09	1,870.44
P24-01406	COURTNEY NYGAARD dba PROFE NYG AARD	LIFETIME LICENSES - HERITAGE SPANISH SUPP'L MATL'S	C. K. McCLATCHY HIGH SCHOOL	01	529.12
P24-01407	AMAZON CAPITAL SERVICES	STUDENT REWARDS-2023-24SY	EARL WARREN ELEMENTARY SCHOOL	01	107.60
P24-01408	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	2,239.05
P24-01409	GOLDEN STATE COMMUNICATION	SUPPLEMENTAL RADIOS	HIRAM W. JOHNSON HIGH SCHOOL	01	4,303.00
P24-01410	SOFTWARE 4 SCHOOLS	CREDIT CARD READERS AND POS TERMINAL	HIRAM W. JOHNSON HIGH SCHOOL	01	3,932.13
P24-01411	OMEGA CASE CO.	CORNER CASE/WORKBENCH-ENGINEERING PATHWAY-SES	CAREER & TECHNICAL PREPARATION	01	8,645.63

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01412	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	1,328.87
P24-01413	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	115.75
P24-01414	PERFORMANCE FOOD GROUP dba VIS TAR	ED IEP MATERIAL - EmDa @ FKBK 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	113.26
P24-01415	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	195.70
P24-01416	AMAZON CAPITAL SERVICES	MINI CLASSROOM WHITEBOARDS 2023-24SY	WEST CAMPUS	01	43.49
P24-01417	CURRICULUM ASSOCIATES LLC	ONLINE SUPPLEMENTAL CLASSROOM CURRICULUM	SAM BRANNAN MIDDLE SCHOOL	01	11,783.00
P24-01418	GRAINGER INC	AUDITORIUM LIGHT BULBS	HIRAM W. JOHNSON HIGH SCHOOL	01	354.74
P24-01419	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLY	SUSAN B. ANTHONY ELEMENTARY	01	159.41
P24-01420	ODP BUSINESS SOLUTIONS LLC	For Teacher Use Rm. 8	EARL WARREN ELEMENTARY SCHOOL	01	147.06
P24-01421	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	CROCKER/RIVERSIDE ELEMENTARY	01	1,553.34
P24-01422	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES 2023-24	EARL WARREN ELEMENTARY SCHOOL	01	395.08
P24-01423	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BOOKS FOR LIBRARY	LUTHER BURBANK HIGH SCHOOL	01	590.37
P24-01424	LAKESHORE LEARNING MATERIALS	DR. CARSON - ENROLLMENT	EARLY LEARNING & CARE PROGRAMS	12	1,182.93
P24-01425	AMAZON CAPITAL SERVICES	AC POWER TRANS VSM 52000/AIRWAYBAGS 2023-24SY	CAREER & TECHNICAL PREPARATION	01	336.96
P24-01426	ANATOMAGE INC	ANATOMAGE TABLE/TABLET/TR. ONLINE REG-J.JOHNSON	CAREER & TECHNICAL PREPARATION	01	100,767.50
P24-01427	3D SYSTEMS INC	SUPPLIES FOR KEN DAVIS - SES	CAREER & TECHNICAL PREPARATION	01	2,789.44
P24-01428	AMAZON CAPITAL SERVICES	CLASSRM SUPPLIES - J BIDWELL ROOM 21 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	196.77
P24-01429	CITY OF SACRAMENTO REVENUE DIV ISION	FIRE PREVENTION FY 23-24 CHARLES A JONES PRESCH	EARLY LEARNING & CARE PROGRAMS	12	414.00
P24-01430	LUX BUS AMERICA CO	LUXBUS AMERICA CHARTER BUS	LEATAATA FLOYD ELEMENTARY	01	5,895.40
P24-01431	ALL WEST COACHLINES	COACH USA-ALL WEST	LEATAATA FLOYD ELEMENTARY	01	1,898.38
P24-01432	SCANTRON TECHNOLOGY SOLUTIONS	RENEWAL OF MAINTENANCE CONTRACT 191494	HIRAM W. JOHNSON HIGH SCHOOL	01	981.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01433	WEST COAST PRODUCTS & DESIGN	SUPERPIT- ENGINEERING PATHWAY @SES	CAREER & TECHNICAL PREPARATION	01	3,362.49
P24-01434	JON FADUM	REIMBURSEMENT - CLASSROOM JON FADUM	NEW JOSEPH BONNHEIM	09	94.34
P24-01435	AMADOR STAGE LINES INC	CHARTER BUS TO MCGEORGE SCHOOL OF LAW 11/17 - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,892.00
P24-01436	LUX BUS AMERICA CO	LUX TRANSPORTATION FOR EXPLORATORIUM 6TH GRADE	SUY:U ELEMENTARY	01	3,404.42
P24-01437	THE HOME DEPOT PRO	BABY WIPES FOR NURSE LISA	EARLY LEARNING & CARE PROGRAMS	12	258.26
P24-01438	POSITIVE PROMOTIONS INC	TEAM/STAFF MOTIVATION	HUBERT H BANCROFT ELEMENTARY	01	239.94
P24-01439	AMAZON CAPITAL SERVICES	CHARGE CORDS FOR STUDENT USE IN LIBRARY 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	170.11
P24-01440	ARBOR SCIENTIFIC	PHYSICS LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	140.36
P24-01441	CULLINCINI INC	SUPPLIES-CULINARY ARTS-J. BURDICK@JFK	CAREER & TECHNICAL PREPARATION	01	7,695.15
P24-01442	SCREENPRINTING HERE	LAW STUDENT SHIRTS INVOICE 4887	HIRAM W. JOHNSON HIGH SCHOOL	01	2,074.68
P24-01443	BSN SPORTS LLC	BASKETBALLS - OFFICAL GAMES	WEST CAMPUS	01	1,068.64
P24-01444	AMAZON CAPITAL SERVICES	HW HARKNESS-ATTN: DIANA FRANCO 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	217.49
P24-01445	EMICS INC dba INFORMED K12	INFORM K-12 JULY 2023-JUNE 2024 RENEWAL #2	HUMAN RESOURCE SERVICES	01	4,922.00
P24-01446	PHILIP MAGREEVY	TREAT-AS-CONFIRMING: REIMB CADET LEADERSHIP MEAL	C. K. McCLATCHY HIGH SCHOOL	01	460.00
P24-01447	AMAZON CAPITAL SERVICES	JAMES MARSHALL-ATTN:ROXANNE SJOLUND 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	217.49
P24-01448	BLUEBEAM INC	RENEWAL OF 2024 BLUEBEAM EXTREME #1757343	FACILITIES SUPPORT SERVICES	01	2,067.00
P24-01449	EAGLE MAT & FLOOR PRODUCTS	LOGO MATS/RUGS FOR KIT CARSON/UMOJA	FACILITIES SUPPORT SERVICES	01	6,513.98
P24-01450	DEMCO INC	Library Shelving (G3296028)	CAROLINE WENZEL ELEMENTARY	01	6,078.39
P24-01451	AMAZON CAPITAL SERVICES	PE EQUIPMENT 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	1,018.39
TB24-00010	MACMILLAN HOLDINGS LLC	Gen Ed Psychology Textbooks only	LIBRARY/TEXTBOOK SERVICES	01	3,692.33
Total Number of POs			423	Total	19,493,285.81

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Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	310	16,791,016.20
09	Charter School	13	16,606.04
11	Adult Education	7	7,660.80
12	Child Development	26	59,687.03
13	Cafeteria	27	1,605,914.84
21	Building Fund	39	987,400.90
25	Developer Fees	1	25,000.00
		Total	19,493,285.81

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Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B24-00070	3,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,818.45
B24-00072	14,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	10,000.00
B24-00077	27,000.00	01-4320	General Fund/Non-Instructional Materials/Su	15,000.00
B24-00114	13,000.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	5,000.00
B24-00119	405,000.00	13-4710	Cafeteria/Food	155,000.00
B24-00125	165,000.00	13-4710	Cafeteria/Food	80,000.00
B24-00142	140,000.00	13-4710	Cafeteria/Food	60,000.00
B24-00204	5,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,700.00
B24-00217	40,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	20,000.00
B24-00244	600.00	01-4320	General Fund/Non-Instructional Materials/Su	300.00
B24-00249	22,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	2,400.00
		13-5690	Cafeteria/Other Contracts, Rents, Leases	9,600.00
			Total PO B24-00249	12,000.00
B24-00384	49,884.00	13-4710	Cafeteria/Food	26,884.00
B24-00387	104,000.00	13-4710	Cafeteria/Food	45,000.00
B24-00388	1,700.00	11-5800	Adult Education/Other Contractual Expenses	1,100.00
B24-00400	70,000.00	13-4710	Cafeteria/Food	40,000.00
B24-00407	130,000.00	13-4710	Cafeteria/Food	25,000.00
B24-00419	2,000.00	01-5832	General Fund/Transportation-Field Trips	1,500.00
B24-00422	2,000.00	01-5832	General Fund/Transportation-Field Trips	1,500.00
B24-00426	182,000.00	13-4710	Cafeteria/Food	82,000.00
B24-00427	68,000.00	13-4710	Cafeteria/Food	25,000.00
B24-00433	49,234.72	13-4710	Cafeteria/Food	27,234.72
B24-00472	28,000.00	01-4320	General Fund/Non-Instructional Materials/Su	15,000.00
B24-00499	14,000.00	01-4320	General Fund/Non-Instructional Materials/Su	8,000.00
B24-00602	30,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
B24-00657	20,000.00	01-5832	General Fund/Transportation-Field Trips	5,000.00
B24-00733	110,000.00	13-4710	Cafeteria/Food	30,000.00
B24-00748	47,000.00	13-4710	Cafeteria/Food	44,000.00
B24-00765	30,000.00	13-5610	Cafeteria/Equipment Rental	20,000.00
B24-00775	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
B24-00787	5,000.00	01-5930	General Fund/Telephones/Cell Phones	38,200.00-
CHB24-00005	9,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB24-00025	3,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
CHB24-00027	4,500.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB24-00094	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,500.00
CHB24-00095	6,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB24-00120	5,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB24-00126	13,000.00	01-4310	General Fund/Instructional Materials/Suppli	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.



Includes Purchase Orders dated 10/15/2023 - 11/14/2023 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
CHB24-00142	8,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB24-00217	10,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00222	9,000.00	01-4310	General Fund/Instructional Materials/Suppli	15,900.00-
CHB24-00234	7,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,500.00
CS23-00132	48,821.00	21-6170	Building Fund/Land Improvement	201.00
CS24-00030	30,000.00	13-5800	Cafeteria/Other Contractual Expenses	25,000.00
CS24-00086	12,608.99	01-5800	General Fund/Other Contractual Expenses	1,612.74
CS24-00142	250,000.00	01-5800	General Fund/Other Contractual Expenses	230,500.00
CS24-00188	4,748.00	01-5800	General Fund/Other Contractual Expenses	1,348.00
CS24-00189	3,894.70	01-5800	General Fund/Other Contractual Expenses	182.20
P23-04136	468,104.06	21-6170	Building Fund/Land Improvement	11,900.38
P23-04375	18,956.20	01-6200	General Fund/Buildings (Improvements)	4,345.00
P24-00041	15,897,233.50	21-6200	Building Fund/Buildings (Improvements)	836,696.50-
P24-00147	6,287.60	09-5800	Charter School/Other Contractual Expenses	440.44
P24-00251	787.86	01-4310	General Fund/Instructional Materials/Suppli	280.10-
P24-00287	996.03	01-4320	General Fund/Non-Instructional Materials/Su	4,361.11-
P24-00506	10,800.00	01-5800	General Fund/Other Contractual Expenses	1,840.00
P24-00818	1,821.34	01-4310	General Fund/Instructional Materials/Suppli	15.00
P24-00943	299.43	01-4310	General Fund/Instructional Materials/Suppli	32.63-
P24-01004	.00	12-4320	Child Development/Non-Instructional Materials/Su	3,716.33-
P24-01011	2,078.18	12-4320	Child Development/Non-Instructional Materials/Su	8.95
Total PO Changes				166,244.21

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.





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

Meeting Date: December 14, 2023

Subject: Donations to the District for the Period of October 1-31, 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 October 1-31, 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 October 1-31, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA24-0000584	Posted	Motherhood Media LLC	8146	Check	10/10/23	1087			BA0000480	Donatio C Boltz, Motherhood I	1,000.00
		01- 9125- 0- 8690- - - - 0144-				1,000.00					
BA24-0000735	Posted	Federalist Public House	8150	Check	10/24/23	18471			BA0000488	Donation, Federalist Public Hc	388.00
		01- 0812- 0- 8690- - - - 0379-				388.00					
BA24-0000817	Posted	(000454) BENEVITY FUND	8186	Electronic Fi	10/25/23				BOFA10252023	10/25/23 BENEVITY FUND Fc	60.00
		01- 0812- 0- 8690- - - - 0384-				60.00					
Total for Sacramento City Unified School District											1,448.00

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	1,448.00
Fund 01 - General Fund		1,448.00
Fiscal Year 2024		
Total for Sacramento City Unified School District		1,448.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 10/1/2023, Ending Receipt Date = 10/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BM24-0000027	Posted	(000665) FIDELITY CHARITABLE	8165	Check	10/04/23	13673423			BMO100423	Donation, Fidelity Charitable, (200.00
01-0812-0-8690-		- - - -0495-				200.00					

Total for Sacramento City Unified School District 1,648.00

Fund-Object Recap

01-8690	Donation Board Acknowledgement	200.00
---------	--------------------------------	--------

Fund 01 - General Fund 200.00

Total for Sacramento City Unified School District 1,648.00

Org Recap

Sacramento City Unified School District

C - Check 1,388.00

E - Electronic Funds Xfer 60.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 10/1/2023, Ending Receipt Date = 10/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
------------	----------------	----------	----------	--------------	--------------	----------------------	-----------	-----	------------	---------	----------------

Org Recap

Sacramento City Unified School District (continued)

C - Check	200.00
Total Receipts	1,648.00
Report Total	1,648.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 10/1/2023, Ending Receipt Date = 10/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

Meeting Date: December 14, 2023

Subject: **Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of October 1-31, 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 October 1-31, 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 – October 1-31, 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

October 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97420107 - 97420990	884 items	\$ 29,623,082.15
		General (01)	\$ 12,826,060.84
		Charter (09)	\$ 221,440.15
		Adult Education (11)	\$ 40,029.56
		Child Development (12)	\$ 44,598.83
		Cafeteria (13)	\$ 1,030,338.14
		Deferred Maintenance (14)	
		Building (21)	\$ 12,882,405.43
		Developer Fees (25)	\$ 5,206.25
		Mello Roos Capital Proj (49)	\$ 8,154.93
		Cafeteria Enterprise (61)	\$ 1,780.84
		Self Insurance (67)	\$ 51,096.28
		Self Ins Dental/Vision (68)	\$ 2,069,581.69
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 442,389.21		
Alternate Cash Revolving Checks	00002373 - 00002390	18 items	\$ 48,041.28
		General (01)	\$ 1,496.84
		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)	\$ 46,544.44
Payroll and Payroll Vendor Warrants	97895262 - 97896567	1306 items	\$ 8,993,357.26
		General (01)	\$ 2,683,985.53
		Charter (09)	\$ 126,936.42
		Adult Education (11)	\$ 18,809.88
		Child Development (12)	\$ 82,209.05
		Cafeteria (13)	\$ 130,281.28
		Deferred Maintenance (14)	
		Building (21)	\$ 42.16
		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)	\$ 5,951,092.94		

Warrants, Checks and Electronic Funds Transfers

October 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
Payroll ACHs and Payroll Vendor EFTs	ACH 01543794 - 01547615 EFT 00000002 - 00000003	3823 items	\$ 35,109,316.83
		General (01)	\$ 32,441,528.04
		Charter (09)	\$ 1,007,584.93
		Adult Education (11)	\$ 326,105.08
		Child Development (12)	\$ 596,738.60
		Cafeteria (13)	\$ 617,434.10
		Deferred Maintenance (14)	
		Building (21)	\$ 32,389.99
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	\$ 16,306.90
		Self Ins Dental/Vision (68)	\$ 5,710.38
Retiree Benefits (71)			
Payroll Revolving (76)	\$ 65,518.81		
County Wire Transfers for Benefit, Debt & Tax	9700350016 - 9700350043	28 items	\$ 15,180,114.88
		General (01)	\$ 747,241.43
		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)	\$ 14,432,873.45		
Total	6059 items	\$	88,953,912.40



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1f

Meeting Date: December 14, 2023

Subject: Approve C.K. McClatchy High School Gonzaga University Debate
in Spokane, WA from January 4-7, 2024

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

Division: Deputy Superintendent

Recommendation: Approve C.K. McClatchy High School Gonzaga University Debate
in Spokane, WA from January 4-7, 2024

Background/Rationale: On January 4, four students, the debate coach, and one chaperones will travel by commercial airline to Spokane, WA for 3 nights to participate in the Gonzaga University Debate Tournament.

Financial Considerations: There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

LCAP Goal(s): College preparedness, increasing communication and critical thinking skills.

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Mary Hardin Young, Interim Deputy Superintendent

Jerad Hyden, Assistant Superintendent

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
 (USE A SEPARATE FORM FOR EACH TRIP)

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

School Name C.K McClatchy Date 11 / 09 / 23

Teacher's Name Stephen Goldberg Room # NA Telephone # 916-712-0782 Fax #

Field Trip Destination Gonzaga University Spokane Washington

- Walking Local-50 mile radius Out-of-Town (Beyond 50 mile radius) Overnight Out-of-State/Country
 Involving Swimming or Wading Unusual Activities

Route (must provide written directions our map) Flight attached below

Educational nature of field trip/excursion Debate Tournament

Depart Date 1 / 04 / 24 Time 6 PM am/pm Return Date 1 / 07 / 24 Time 9 PM am/pm

- TRANSPORTATION** will be provided by: Walking School Bus - contact Transportation Field Trip Office Train
 Charter Bus Company (District Approved): Yes No (Check with Field Trip Office) Public Transportation
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Commercial Airline Other:

Number of students participating: 4 Funding Source SUDL Financial Assistance Available? Yes No

Adult Chaperones: (All clearances must be met prior to Field Trip Approval)

(Use a separate sheet if necessary)

	DRIVER					
1) <u>Serena Jones</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
2) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
3) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
4) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
7) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
8) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB

Teachers and Staff Attending (Use a separate sheet if necessary)

	DRIVER			DRIVER	
1) <u>Stephen Goldberg</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	2) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no

Principal Approval [Signature] Date 11/17/23

Segment IAS/Department Head Approval [Signature] Date 11/17/23

Risk Management Approval (if applicable) [Signature] Date 11/17/23

Distribution: Refer to the Field Trip Information Form RSK 106F for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius; driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: _____
 (Initials)

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name: C.K. McClatchy High School _____ Date: 1/4/24-1/7/24

Teacher's Name: Stephen Goldberg _____ Room # _____ Telephone #: 916-712-0782



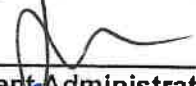

Field Trip Destination: Gonzaga University, Spokane
WA

Reason For Travel: Debate tournament

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

Signed 

Approvals:

	11 / 17 / 23
Principal _____	Date
	11 / 17 / 23
Risk Management Dept. _____	Date
	11 / 15 / 23
Segment Administrator _____	Date
	11 / 28 / 23
Superintendent _____	Date

Board Approval Date _____

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend:
 Conference/Workshop
 Business Meeting

Purpose for Attending:
 Professional Development
 Continued Education Credits Earned

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

FEC#

School/Department: CK McClatchy

Date: 11/9/23

Date(s) of Event: 1/4/24 - 1/7/24 Location: Gonzaga University, Spokane, WA

Event Title (attach brochure): Conway Classic debate tournament

Purpose: For students to participate in debate tournament. It gives students an opportunity to build their public speaking skills and network with other student groups.

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

How does this travel align with the District's strategic plan? It prepares students for college and career readiness.

How will this activity/event be used and shared? Students participating will share their experience with other students in the group.

Name of Attendee(s)

(attach sheet for additional attendees)

Position

Substitute No. of Days (Y/N) Required

Budget Code (for substitute)

Name of Attendee(s)	Position	Substitute No. of Days (Y/N) Required	Budget Code (for substitute)
		No	
		No	
		No	
		No	
		No	

IF ATTENDEE IS NEEDED SEND A COPY OF THIS FORM TO PERSONNEL SOX 770

Additional Attendees Attached

Approvals:

Principal/Department Head Signature & Print Name

11/17/23
Date

Cabinet Level or Designee Signature

11/17/23
Date

Chief Business Officer Signature

11/23/23
Date

Superintendent or Designee Signature

11/28/23
Date

District cost for all attendees (estimate)

Registration Fee 0

Meals included?

B r L

Lodging _____

Transportation _____

Meals _____

Other _____

TOTAL 0

n Categorical

Budget

Funchesky Sac. Urban Debate League

General Fund/Unrestricted

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

Breakfast _____

Lunch _____

Dinner _____

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

Requisition #

Dollar Amount

Registration Fee _____

Hotel _____

Airfare **** _____

Car Rental **** _____

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1g

Meeting Date: December 14, 2023

Subject: Approve Retention of 6 Firms for the School Mural Services Pool in Response to Request for Qualifications

- 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 six (6) Firms for the School Mural Services Pool in response to Request for Qualifications.

Background/Rationale: The District will require the services of mural firms for use in painting murals at various Sacramento City USDs schools. On October 6, 2023, the District issued a Request for Qualifications for School Mural Project at Various School Sites to establish a pool to provide mural services. Proposals were due October 26, 2023. Seven (7) proposals were received and evaluated by a Selection Advisory Committee comprised of District operational and academic staff. The panel considered relevant factors, qualifications and experience and determined six (6) firms should be in the District's pool of mural artists for current and future needs.

Therefore, it is recommended that the six (6) firms listed below serve as the District's School Mural Services Pool to provide mural services on a project-by-project basis. Assignments to each firm for specific projects will be presented to the Board as service needs are established.

- Alejandro Man One Poli
- Bherd Enterprises
- Mindful Murals
- Tammy Helenske
- The Bay Area Muralist
- Wide Open Walls

Financial Considerations:

LCAP Goal(s): Operational Excellence

Documents Attached:

1. List of Selection Advisory Committee Members

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

2023 Request for Qualifications for School Mural Services – Selection Advisory Committee

<u>Title</u>	<u>Name</u>	<u>Department</u>	<u>Role</u>
Interim Deputy Superintendent	Mary Hardin Young	Superintendent	Screen
Chief Communications Officer	Brian Heap	Communications	Screen
Purchasing Manager II	Robert Aldama	Purchasing Services	Screen
Director III	Chris Ralston	Facilities	Screen
Coordinator I	CJ Deangelus	Curriculum and Instruction	Screen
Principal	Africa Fullove	John D. Sloat	Screen
Assistant Principal	Michael McDaniel	Rosa Parks	Screen
Teacher	Mollie Morrison	C.K. McClatchy	Screen



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1h

Meeting Date: December 14, 2023

Subject: **Approve Resolution No. 3368: Agreement for Termination of Leases and Quit Claim Deed for the Luther Burbank High School Pool Replacement and Locker Room Improvement Project**

- 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. 3368: Agreement for Termination of Leases and Quit Claim Deed for the Luther Burbank High School Pool Replacement and Locker Room Improvement Project

Background/Rationale: On May 19, 2022, the Sacramento City Unified School District (“District”) and John F. Otto, Inc. dba Otto Construction (“Developer”) executed the Site Lease and Facilities Lease for the Luther Burbank Pool Replacement and Locker Room Improvement (“Project”).

On or about September 11, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District’s payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer’s interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

Financial Considerations: \$338,059 paid for the balance of the lease payments

Documents Attached:

1. Termination Agreement and Quit Claim Deed
2. Resolution Agreement for Termination of Leases and Quit Claim Deed
3. Agenda Item Resolution

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business & Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Tina Alvarez-Bevens

(Recording Fee: Exempt
under Section 27383 of
the Government Code)

TERMINATION AGREEMENT AND QUIT CLAIM DEED

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of December 10, 2023, is entered by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and John F. Otto, Inc. dba Otto Construction (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer at the District's Luther Burbank Pool Replacement and Locker Room Improvement project ("Project"), located at 3500 Florin Road Sacramento, California 95823, as described in Exhibit A hereto and incorporated herein ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease are to terminate immediately upon such payment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

1. Termination of Leases. The District and the Developer do hereby unconditionally terminate the Facilities Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Project and the Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District. The Facilities Lease and the Site Lease shall no longer have any force or effect.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Project Site and the Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

John F. Otto, Inc. dba Otto Construction

By: _____
Name: Janea Marking
Title: Chief Business & Operations Officer

By: _____
Name: Allison Otto
Title: President & CEO

EXHIBIT "A"
PROPERTY DESCRIPTION

Attached is the Legal Description for:

Luther Burbank Pool Replacement and Locker Room Improvement Project
Recorded Address: 7256 Luther Drive, Sacramento, CA 95823
Physical Address: 3500 Florin Road Sacramento, CA 95823

All that portion of that certain 48.506 acre tract of land designated "48.506 Acres" on the Record of Survey entitled "Portion of Northeast One-quarter of Section 6, T. 7 N., R. 5 E., M. D. B. & M.", recorded in the office of the Recorder of Sacramento County in Book 16 of Surveys, Map No. 29, described as follows:

Beginning at a point on the east line of said 48.506 acre tract of land from which the southeast corner thereof bears South 03° 27' 10" East 289.44 feet, said point of beginning is further described as being the southwest corner of that certain 8.000 acre tract of land designated "Parcel A" on the Record of Survey entitled "Portion of Northwest One-quarter of Section 5, T. 7 N., R. 5 E., M. D. M.", recorded in the office of the Recorder of Sacramento County in Book 24 of Surveys at Page 21; thence from said point of beginning along the east line of said 48.506 acre tract of land South 03° 27' 10" East 10.13 feet; thence North 89° 17' 56" West 5.01 feet; thence parallel to and distant five feet westerly, measured at right angles, from the east line of said 48.506 acre tract of land North 03° 27' 10" West 10.03 feet; thence South 89° 17' 56" East 5.01 feet to the point of beginning.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of December 14, 2023, is executed by the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Sacramento, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and John F. Otto, Inc. dba Otto Construction.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: Janea Marking

Title: Chief Business & Operations Officer

RESOLUTION NO. 3368

**RESOLUTION OF THE GOVERNING BOARD
OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
TO ACCEPT AGREEMENT FOR TERMINATION OF LEASES
AND QUIT CLAIM DEED**

WHEREAS, Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer") entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer, known as Luther Burbank Pool Replacement and Locker Room Improvement ("Project"), located at 3500 Florin Road Sacramento, CA 95823 as described in Exhibit A to the Facilities Lease ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased a portion of the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and is obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer, and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District, and the Facilities Lease and the Site Lease are to terminate immediately upon such payment;

WHEREAS, the District and the Developer desire to unconditionally terminate the Facilities Lease, which pertains to the Project Site and to concurrently unconditionally terminate the related Site Lease, which also pertains to the Project Site; and

WHEREAS, the District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and that fee title to the Project and the Project Site leased thereby is to vest in the District.

NOW, THEREFORE, the Governing Board of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease and conveying all of Developer's right, title and interest in the Project Site and the Project to the District.

Section 3. The District does hereby accept all of Developer's right, title and interest in the Project Site and the Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed.

Section 4. The Superintendent and the Superintendent’s designees are authorized to take all steps and sign all documents necessary to effect the intent of this resolution, including but not limited to the Termination Agreement and Quit Claim Deed and the Certificate of Acceptance of the real property and facilities located in Sacramento County, California, as more particularly described in the Termination Agreement and Quit Claim Deed.

IN WITNESS WHEREOF, this resolution was approved and adopted by the Governing Board of the Sacramento City Unified School District this 14th day of December 2023.

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

President of the Governing Board of the
Sacramento City Unified School District

ATTEST:

Clerk of the Governing Board of the
Sacramento City Unified School District

BOARD AGENDA ITEM

DATE: December 14, 2023

ITEM NO. 12.1h

TOPIC: APPROVAL OF RESOLUTION NO. 3368 TO ACCEPT TERMINATION OF LEASES AND QUIT CLAIM DEED FOR THE LUTHER BURBANK POOL REPLACEMENT AND LOCKER ROOM IMPROVEMENT PROJECT

DESCRIPTION: On May 19, 2022, the Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer") executed the Site Lease and Facilities Lease for the Luther Burbank Pool Replacement and Locker Room Improvement ("Project").

On or about September 11, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District's payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer's interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

FISCAL IMPACT: \$338,059.00 paid for the balance of the lease payments.

RECOMMENDATION: It is recommended that the Board approve and adopt Resolution No. 3368 to Accept Termination of Leases and Quit Claim Deed for the Luther Burbank Pool Replacement and Locker Room Improvement Project.

Janea Marking
Chief Business and Operations Officer

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS 14th DAY OF September, 2023 by and between the Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer"), whose place of business is 1717 2ND Street Sacramento, CA 95811.

RECITALS

WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for the following project: Luther Burbank Pool Replacement and Locker Room Improvement Project ("Contract" or "Project") in the County of Sacramento, California.

WHEREAS, The Work under the Contract was completed on August 22, 2023 and a Notice of Completion was recorded with the County Recorder on September 14, 2023.

NOW, THEREFORE, it is mutually agreed between District and Developer as follows:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ <u>6,761,177.00</u>
Modified Guaranteed Maximum Price	\$ <u>6,388,618.56</u>
Payment to Date	\$ <u>6,050,559.56</u>
Liquidated Damages	\$ <u>0.00</u>
Payment Due Developer	\$ <u>338,059.00</u>

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of Three Hundred Thirty-Eight Thousand Fifty-Nine and no/100 Dollars (\$338,059.00) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: Janea Marking 11/13/2023
D2972921888C416...

Print Name: Janea Marking

Title: Chief Business & Operations Officer

DEVELOPER: John F. Otto, Inc. dba Otto Construction

Signature: Allison Otto Digitally signed by Allison Otto
Date: 2023.11.13 09:43:52
08'00'

Print Name: Allison Otto

Title: President & CEO

END OF DOCUMENT



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1i

Meeting Date: December 14, 2023

Subject: **Approve Resolution No. 3369: Agreement for Termination of Leases and Quit Claim Deed for the Umoja International Academy HVAC Replacement Project**

- 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. 3369: Agreement for Termination of Leases and Quit Claim Deed for the Umoja International Academy HVAC Replacement Project

Background/Rationale: On July 5th, 2022, the Sacramento City Unified School District (“District”) and CORE Construction, Inc. (“Developer”) executed the Site Lease and Facilities Lease for the Umoja International Academy HVAC Replacement Project (“Project”).

On or about September 14th, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District’s payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer’s interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

Financial Considerations: \$241,513.70 paid for the balance of the lease payments

Documents Attached:

1. Termination Agreement and Quit Claim Deed
2. Resolution Agreement for Termination of Leases and Quit Claim Deed
3. Agenda Item Resolution

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business & Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Tina Alvarez-Bevens

(Recording Fee: Exempt
under Section 27383 of
the Government Code)

TERMINATION AGREEMENT AND QUIT CLAIM DEED

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of December 14, 2023, is entered by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and CORE Construction, Inc. (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated July 5th, 2022, as amended ("Facilities Lease") and a Site Lease, dated July 5th, 2022 ("Site Lease") for the construction of certain improvements by the Developer at the District's Umoja International Academy HVAC Replacement project ("Project"), located at 5301 N St, Sacramento, California 95819, as described in Exhibit A hereto and incorporated herein ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease are to terminate immediately upon such payment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

1. Termination of Leases. The District and the Developer do hereby unconditionally terminate the Facilities Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Project and the Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District. The Facilities Lease and the Site Lease shall no longer have any force or effect.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Project Site and the Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CORE Construction, Inc.

By: _____

By: _____

Name: Janea Marking

Name: _____

Title: Chief Business & Operations Officer

Title: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Attached is the Legal Description for:

Umoja International Academy Reroofing and HVAC Replacement Project

Recorded Address: **5301 N St. Sacramento, CA**

95819 Physical Address: **5301 N St. Sacramento, CA**

95819 APN: 008-0010-001-0000

D E S C R I P T I O N

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, particularly described as follows:-

Lots 15, 16, 17, 18, 19 and 20 as shown on the official "Plat of Smith Tract", recorded in the office of the County Recorder of Sacramento County, January 15, 1901, in Book 4 of Maps, Map No. 7.

Also all that portion of Lot 14 as shown on the official "Plat of Smith Tract", recorded in the office of the County Recorder of Sacramento County, January 15, 1901, in Book 4 of Maps, Map No. 7 lying South of the property conveyed by Josephine L. Tichacek, formerly Josephine L. Zurfluh, to City of Sacramento, a municipal corporation, by deed dated September 30, 1924, recorded October 4, 1924, in Book 695 of Deeds, page 424, described as follows: Beginning at a point on the Easterly line of Rodeo Way, in the City of Sacramento, distant South 19° 38' West 26.6 feet from the Northwest

corner of said Lot 14 of said Smith Tract; thence from the point of beginning South 70° 28' East 200.21 feet to the Northerly line of said Lot 14; thence South 62° 53' East 499.60 feet along the Northerly line of said Lot 14 of Smith Tract to the Westerly line of 54th Street; thence South 28° 13' West 32.96 feet along the Westerly line of said 54th Street; thence North 63° 08' West 342.25 feet; thence by a curve to the left having a radius of 475 feet and whose chord bears North 66° 48' West 60.75 feet; thence North 70° 28' West 287.96 feet to the Easterly line of said Rodeo Way; thence North 19° 38' East 50.00 feet to the point of beginning.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of December 14, 2023, is executed by the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Sacramento, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and CORE Construction, Inc.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: Janea Marking

Title: Chief Business & Operations Officer

RESOLUTION NO. 3369

**RESOLUTION OF THE GOVERNING BOARD
OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
TO ACCEPT AGREEMENT FOR TERMINATION OF LEASES
AND QUIT CLAIM DEED**

WHEREAS, Sacramento City Unified School District ("District") and CORE Construction, Inc. ("Developer") entered into a Facilities Lease, dated July 5th 2022, as amended ("Facilities Lease") and a Site Lease, dated July 5th, 2022 ("Site Lease") for the construction of certain improvements by the Developer, known as Umoja International Academy HVAC Replacement Project ("Project"), located at 5301 N St, Sacramento, CA 95819 as described in Exhibit A to the Facilities Lease ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased a portion of the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and is obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer, and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District, and the Facilities Lease and the Site Lease are to terminate immediately upon such payment;

WHEREAS, the District and the Developer desire to unconditionally terminate the Facilities Lease, which pertains to the Project Site and to concurrently unconditionally terminate the related Site Lease, which also pertains to the Project Site; and

WHEREAS, the District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and that fee title to the Project and the Project Site leased thereby is to vest in the District.

NOW, THEREFORE, the Governing Board of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease and conveying all of Developer's right, title and interest in the Project Site and the Project to the District.

Section 3. The District does hereby accept all of Developer's right, title and interest in the Project Site and the Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed.

Section 4. The Superintendent and the Superintendent’s designees are authorized to take all steps and sign all documents necessary to effect the intent of this resolution, including but not limited to the Termination Agreement and Quit Claim Deed and the Certificate of Acceptance of the real property and facilities located in Sacramento County, California, as more particularly described in the Termination Agreement and Quit Claim Deed.

IN WITNESS WHEREOF, this resolution was approved and adopted by the Governing Board of the Sacramento City Unified School District this 14th day of December, 2023.

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

President of the Governing Board of the
Sacramento City Unified School District

ATTEST:

Clerk of the Governing Board of the
Sacramento City Unified School District

BOARD AGENDA ITEM

DATE: December 14, 2023

ITEM NO. 12.1i

TOPIC: APPROVAL OF RESOLUTION NO. 3369 TO ACCEPT TERMINATION OF LEASES AND QUIT CLAIM DEED FOR THE UMOJA INTERNATIONAL ACADEMY HVAC REPLACEMENT PROJECT

DESCRIPTION: On July 5th, 2022, the Sacramento City Unified School District ("District") and CORE Construction, Inc. ("Developer") executed the Site Lease and Facilities Lease for the Umoja International Academy HVAC Replacement Project ("Project").

On or about September 14th, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District's payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer's interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

FISCAL IMPACT: \$241,513.70 paid for the balance of the lease payments.

RECOMMENDATION: It is recommended that the Board approve and adopt Resolution No. 3369 to Accept Termination of Leases and Quit Claim Deed for the Umoja International Academy HVAC Replacement Project.

Janea Marking
Chief Business and Operations Officer



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1j

Meeting Date: December 14, 2023

Subject: **Approve Resolution No. 3370: Agreement for Termination of Leases and Quit Claim Deed for the Miwok Middle School Gym HVAC Modernization Project**

- 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. 3370: Agreement for Termination of Leases and Quit Claim Deed for the Miwok Middle School Gym HVAC Modernization Project

Background/Rationale: On May 19, 2022, the Sacramento City Unified School District (“District”) and John F. Otto, Inc. dba Otto Construction (“Developer”) executed the Site Lease and Facilities Lease for the Miwok Middle School Gym HVAC Modernization (“Project”).

On or about September 14, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District’s payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer’s interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

Financial Considerations: \$116,124 paid for the balance of the lease payments

Documents Attached:

1. Termination Agreement and Quit Claim Deed
2. Resolution Agreement for Termination of Leases and Quit Claim Deed
3. Agenda Item Resolution
4. Agreement and Release of Any and All Claims

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business & Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Tina Alvarez-Bevens

(Recording Fee: Exempt
under Section 27383 of
the Government Code)

TERMINATION AGREEMENT AND QUIT CLAIM DEED

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of December 14, 2023, is entered by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and John F. Otto, Inc. dba Otto Construction (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer at the District's Miwok Middle School Gym HVAC Modernization project ("Project"), located at 3150 I St, Sacramento, California 95816, as described in Exhibit A hereto and incorporated herein ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease are to terminate immediately upon such payment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

1. Termination of Leases. The District and the Developer do hereby unconditionally terminate the Facilities Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Project and the Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District. The Facilities Lease and the Site Lease shall no longer have any force or effect.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Project Site and the Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

John F. Otto, Inc. dba Otto Construction

By: _____

By: _____

Name: Janea Marking

Name: Allison Otto

Title: Chief Business & Operations Officer

Title: President & CEO

EXHIBIT "A"
PROPERTY DESCRIPTION

Attached is the Legal Description for:

Miwok Middle School Gym HVAC Modernization Project
Recorded Address: 3150 I Street Sacramento, CA 95816
Physical Address: 3150 I Street Sacramento, CA 95816

Beginning at a point marking the intersection of the easterly line of Alhambra Boulevard with the northerly line of "J" Street, of the City of Sacramento; thence from said point of beginning along the northerly line of said J Street South 70° 30' 30" East 614.69 feet to the southwest corner of Lot 1, as said lot is shown and so designated on the official plat of N. Clark Tract, recorded in the office of the Recorder of Sacramento County in Book 6 of Maps, Map No. 39; thence along the westerly boundary line of said N. Clark Tract and the westerly boundary line of "Addition B to East Sacramento," the official plat of which is recorded in the office of the Recorder of Sacramento in Book 11 of Maps, Map No. 25, North 19° 34' East 535.63 feet to a point on the southerly line of "I" Street, as shown on the official "Plat of McKinley Park Tract," recorded in the office of the Recorder of Sacramento County in Book 16 of Maps, Map No. 48; thence along said southerly line North 70° 37' 20" West 614.34 feet to a point on said easterly line of said Alhambra Boulevard, from which the northwest corner of said McKinley Park Tract bears North 19° 34' 55" East 247.35 feet; thence along the easterly line of said Alhambra Boulevard the following two courses and distances, South 19° 34' 55" West 153.39 feet and South 19° 36' 50" West 381.03 feet to the point of beginning; containing 7.547 acres, more or less.

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of December 14, 2023, is executed by the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Sacramento, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and John F. Otto, Inc. dba Otto Construction.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: Janea Marking

Title: Chief Business & Operations Officer

RESOLUTION NO. 3370

**RESOLUTION OF THE GOVERNING BOARD
OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
TO ACCEPT AGREEMENT FOR TERMINATION OF LEASES
AND QUIT CLAIM DEED**

WHEREAS, Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer") entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer, known as Miwok Middle School Gym HVAC Modernization ("Project"), located at 3150 I St, Sacramento, California 95816 as described in Exhibit A to the Facilities Lease ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased a portion of the Project Site to the Developer for the construction of the Project;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and is obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer, and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District, and the Facilities Lease and the Site Lease are to terminate immediately upon such payment;

WHEREAS, the District and the Developer desire to unconditionally terminate the Facilities Lease, which pertains to the Project Site and to concurrently unconditionally terminate the related Site Lease, which also pertains to the Project Site; and

WHEREAS, the District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and that fee title to the Project and the Project Site leased thereby is to vest in the District.

NOW, THEREFORE, the Governing Board of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease and conveying all of Developer's right, title and interest in the Project Site and the Project to the District.

Section 3. The District does hereby accept all of Developer's right, title and interest in the Project Site and the Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed.

Section 4. The Superintendent and the Superintendent’s designees are authorized to take all steps and sign all documents necessary to effect the intent of this resolution, including but not limited to the Termination Agreement and Quit Claim Deed and the Certificate of Acceptance of the real property and facilities located in Sacramento County, California, as more particularly described in the Termination Agreement and Quit Claim Deed.

IN WITNESS WHEREOF, this resolution was approved and adopted by the Governing Board of the Sacramento City Unified School District this 14th day of December, 2023.

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

President of the Governing Board of the
Sacramento City Unified School District

ATTEST:

Clerk of the Governing Board of the
Sacramento City Unified School District

BOARD AGENDA ITEM

DATE: December 14, 2023

ITEM NO. 12.1j

**TOPIC: APPROVAL OF RESOLUTION NO. 3370 TO ACCEPT
TERMINATION OF LEASES AND QUIT CLAIM DEED FOR THE
MIWOK MIDDLE SCHOOL GYM HVAC MODERNIZATION PROJECT**

DESCRIPTION: On May 19, 2022, the Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer") executed the Site Lease and Facilities Lease for the Miwok Middle School Gym HVAC Modernization ("Project").

On or about September 14, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District's payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer's interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

FISCAL IMPACT: \$116,124.00 was paid for the balance of the lease payments.

RECOMMENDATION: It is recommended that the Board approve and adopt Resolution No. 3370 to Accept Termination of Leases and Quit Claim Deed for the Miwok Middle School Gym HVAC Modernization Project.

Janea Marking
Chief Business and Operations Officer



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1k

Meeting Date: December 14, 2023

Subject: Approve Minutes for the October 3, 2023 Special 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 October 3, 2023, Special Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the October 3, 2023, Special Board of Education Meeting

Estimated Time of Presentation: N/A
Submitted by: Lisa Allen, Interim Superintendent
Approved by: Lisa Allen, Interim Superintendent



Sacramento City Unified School District
Putting Children First
BOARD OF EDUCATION
Special Board Meeting

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

Tuesday, October 3, 2023
7:30p.m.-9:00p.m.

Serna Center
5735 47th Avenue
Sacramento, CA 95824

MINUTES
2023/24-10

1.0 OPEN SESSION / CALL TO ORDER

The meeting was called to order at 7:30 p.m.

Members Present:

Member Rhodes
Member Singh
Member Kayatta
Member Phillips
Member Jeane
Member Villa

Members Absent:

Member Pritchett

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

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION

Members of the public may address the Board on-agenda items only. 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.

No public comment

3.0 BOARD GOVERNANCE WORKSHOP

3.1 Strategic Community/Board Priorities; Community Engagement and Outreach Information

4.0 ADJOURNMENT

The meeting adjourned at 9:00 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 24 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 24 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47th Avenue at the Front Desk Counter and on the District's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.11

Meeting Date: December 14, 2023

Subject: Approve Minutes for the October 5, 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 October 5, 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 October 5, 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>
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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, October 5, 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

2023/24-9

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:32 p.m.

Members Present:

- Member Phillips*
- Member Singh*
- Member Kayatta*
- Member Pritchett*
- Member Villa*
- Member Jeane*

Members Absent:

- Member Rhodes*
- Student 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. 2023080243)*
- 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 – School of Engineering and Sciences, Principal*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:32 p.m.

- 4.1 *The Pledge of Allegiance was led by Superintendent Allen*
- 4.2 *Broadcast Statement by Vice President Phillips*
- 4.3 *Stellar Student introduced by Board Member Christina Pritchett*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were two announcements that came out of closed session.

- *The Board approved a settlement agreement for Special Education services by a vote of 4-1 with Member Kayatta voting against the item, and President Rhodes and Member Singh absent.*
- *The Board approved by a vote of 5-0 with President Rhodes and Member Singh absent, the approval appointment of Rinaldo Shackelford as the Principal for the School of Engineering and Sciences.*

6.0 AGENDA ADOPTION

The Board voted unanimously to adopt the agenda.

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.

*Veronica Aleman
Arthur Aleman*

Michael Madden
Bridgett Madden
Isreal Madden
Prince Moreno
Sofia I. Navarro
Angelica Moreno
Elizabeth Moreno

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- Nikki Milevsky shared that although there are a backlog of problems left over from Jorge Aguilar’s regime, SCTA does appreciate the new spirit of collaboration with the new administration. The new contract agreement is on its way to being fully implemented. Teachers saw increases in their checks last Friday which is great for morale. The Community Schools MOU is moving along. SCTA had a follow up meeting with Iris Taylor and Mary Hardin Young to work on developing a job description, collaborating on a timeline, and pointing members to the district-wide committee. SCTA met with the Recruitment and Retention team this morning, and had a really productive meeting. SCTA is having regular meetings with Cancy McArn, Dan Schallock, and the HR team which has been very useful in problem solving. SCTA hopes that things get settled really soon with SEIU, so we can move forward with other things, and new negotiations, and solve a bunch of these problems together. Ms. Milevsky yielded her remaining time to SEIU.*
- *SEIU- Jim Riffle shared a message from Karla Faucett that covered how many regions are elevating their minimum wage standards. She would like to share her sincere gratitude for the opportunity to participate in negotiations with the SCUSD team. The district team has been and continues to move forward in a positive and passionate manner. There is open and constructive dialogue, and everyone at the negotiation table is treated with respect, and given opportunities to voice their opinions, and ask questions when necessary. They collectively recognize that when achieving an agreement that pleases everyone, it necessitates a generous amount of time and patience. SEIU holds the belief that through collaborative efforts towards shared objectives, they are advancing, and hold optimism that they will soon reach an agreement. The second message is from a bargaining team member. SCUSD works to provide an education that ensures equality to its students. Will the district work to provide equality to all of*

its employees? Some of the classified workers, are some of the lowest paid employees in the district.

- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 *District Advisory Committees:*

- *Student Advisory Council- Students shared that SAC represents students from Burbank, Kennedy, School of Engineering and Sciences, C.K. McClatchy, and West Campus. SAC is actively recruiting from school sites that are not being represented at the moment. This year, SAC will be following a youth participatory action-research model to critically research and analyze problems that SCUSD youth are currently facing to organize, and take action on these problems.*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- No update*
- *Black/African American Advisory Board- Terrence Gladney shared that B/AAAB recently had an Executive Committee Meeting. On October 9th, there is a Parent and Community Engagement Meeting scheduled to be held. On October 9th and 12th, there is a District Accountability Meeting. Collectively, those two sub committees as well as the executive committee drive the Board's work to push the implementation of their Board adopted recommendations. They recognize that there is a tremendous opportunity with the new climate within the district and the current leadership, and hope to build on the momentum and leverage it, so they can accelerate the implementation of their recommendations which are core to the improved outcomes for Black and African American students in the district. B/AAAB has been partnering with the Board liaison, Daniel Rolleri, and they truly believe his work at Oak Ridge and in the community of need that have been impacted by the historical failures of this district, will be an asset and they look forward to partnering with him collaboratively, and leveraging his leadership to get the outcomes that they seek, and they need.*

9.0 SPECIAL PRESENTATION

- 9.1 *Approve Resolution No. 3351 : Recognition of Filipino American History Month (Board Member Jasjit Singh)*

Member Singh presented the Filipino American History month resolution language to share the impact that the Filipino American community has had, and wanted to recognize the students, faculty, staff, and community members who hail from this diverse community.

Public Comment:

None

Board Comment:

None

Member Pritchett made a motion to move with a second from Member Jeane. The Board voted 6-0 with President Rhodes absent.

- 9.2 *Approve Resolution No. 3352: Recognition of the Week of the School Administrator (Yvonne Wright, Tuan Duong, Aprille Shafto, Jerad Hyden, Enrique Flores)*

Yvonne Wright shared that School Administrators Week is an opportunity to recognize and acknowledge the administrators who support the students, staff, and community, in support of students' success. Tuan Duong and Aprille Shafto shared articles from the resolution.

Public Comment:

None

Board Comment:

Member Jeane shared as a teacher, she can wholeheartedly say that a strong, solid administrator is one of the most important and effective parts of a thriving school. Member Pritchett agreed with what Member Jeane stated, and shared that SCUSD has some of the best administrators in the region.

Member Pritchett made a motion to move with a second from Member Villa. The Board voted 6-0 with President Rhodes absent.

- 9.3 *Approve Resolution No. 3353: Recognition of National School Lunch Week (Eric Dela Cruz)*

Eric Dela Cruz shared National School Lunch history and shared some of the articles stated in the resolution.

Public Comment:

None

Board Comment:

Member Singh shared that there is a piece of history that hasn't been mentioned. Member Singh shared history on the impact that the Black Panthers have had on the community by starting a food program. The Black Panthers started the Free Breakfast Program, because hunger and poverty made it difficult for Black children to succeed in schools. Member Singh wanted to share this history and acknowledge the work that the Panthers did, so that we could actually get these types of services for all of our children in our schools. Member Pritchett shared that we should really be celebrating School Lunch Year, and that food should be the first lesson of academics. Students need food in order to learn. Member Pritchett shared that she gets emotional about these types of things, because she looks at where we used to be and where we are at now, and she appreciates where we are at now.

Member Jeane took time to raise up all the people that work in our food industry at the district. Member Jeane shared that during Covid, the one thing that did not shut down was school food. The U.S. Department of Health and Human Services praised our schools, and the incredible system that they have.

Member Villa thanked staff for being here to present. Member Villa is beyond proud of the SCUSD food program. In the first paragraph in the resolution, seeing the amount of work that goes into the individual packaged meals to serve our students, is no small feat, and she can't imagine all the work that goes into this, especially during Covid. Member Villa's daughter enjoys meeting her friends in the morning for breakfast, and has shared how SCUSD lunch staff ask about how she's doing.

Member Kayatta shared that a lot of effort is put into preparing these meals for our students, and the amount of pride that our team takes in getting great meals to our kids, given the limited resources we have to do so. We don't have a lot of money to make these meals, and we are able to turn this limited amount of money into great food. Member Kayatta shared that his daughter enjoys the meals. Member Kayatta touched on the impact that nutritional workers have on our kids.

Member Phillips shared that food is love, and if you really think about it, how much does someone who makes under \$18/hr. love your child to feed them what they eat every day? Member Phillips mirrored what Member Kayatta shared in taking into consideration the love that is put into these folks.

Member Villa made a motion to move with a second from Member Pritchett. The Board voted 6-0 with President

Rhodes absent.

9.4 *Approve Resolution No. 3348 Adopting Carbon Neutral Goals and Guidelines for SCUSD Buildings (Nathaniel Browning and Chamberlain Segrest)*

Chamberlain Segrest shared that at the previous meeting she presented on carbon neutral goals and guidelines, and today, she is here to receive official approval via a Board resolution. Ms. Segrest shared that there have been some revisions made, and went over those revisions.

Public Comment:

Rosie Yacoub

Mo Kashmiri

Juliette Allayaud

Arianne McCullough

Siri Alturi

Board Comment:

Member Singh thanked everyone for commenting, and shared that the Board has received the emails and appreciates that people reached out to comment as well. Member Singh shared that if we are going to look at the changes and the disparities, he is also looking at the folks who are signing on from our city, county, and state leadership, and shared that a lot of this power is in their hands, too. Member Singh asked what the process was around installing new equipment and wanted to know more about SCUSD bus electrification. Member Singh wanted to know if there is an equity piece around the schools that we are choosing to prioritize.

Member Kayatta thanked staff, and shared that it is very important to him that we recognize the impact that climate change has on our students who are in school today. They are the ones that are experiencing climate change now, and if we don't take care of the planet for them, we will be in a terrible situation when they are adults. Member Kayatta shared an amendment, and wanted to recognize what we can do as a school district. We want to do as much as we can to be carbon neutral as soon as possible. The one revision states that the Board will hear an update on this every year with actual plans, and actively looking for opportunities to move the 2045 date forward. Member Kayatta made a motion with the following amendments made to the resolution. Member Kayatta would add to that the annual update be an appearance item at a Board meeting. Member Kayatta just wants to make sure that we are committing to that. The other amendment will state, "Be

it further resolved, that the Sacramento City Unified School District Board directs staff to limit the purchase or repair, if the cost or repair exceeds 50% of the current value of the equipment of carbon emitting equipment (i.e. vehicles, heating and cooling elements, and maintenance tools) when possible.”

Member Phillips asked if there are any conflicts between the power companies and solar like, SMUD versus PG&E. Are we paying them more? Member Phillips shared that improving the planet has to be for everyone.

Member Singh asked to hear Mr. Browning’s thoughts on Member Kayatta’s proposed amendments.

Member Pritchett made a move on Member Kayatta’s amendments with a second from a second from Member Phillips. The Board voted 6-0 with President Rhodes absent.

10.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

10.1 Bond Oversight Committee Measures Q and R Annual Report 2022-2023 (Jesse Castillo)

Marcia Fritz shared that Prop 39 requires to conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and to conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects. Chris Ralston confirmed that the bond meeting report today is for the fiscal year that we just completed (ending June 30th). Chris Ralston shared an overview of completed and upcoming projects.

*Public Comment:
No public comment*

*Board Comment:
Member Pritchett shared that one of the things that she is really proud of is the work that has been done at Hiram Johnson. Member Pritchett wanted to know if the Rosemont HS field was covered by insurance at all. Member Pritchett wanted to know where we are at with Q&R.
Member Villa praised the whole team for their work. Member Villa wanted to know at what sites do we have or are planning to implement security fencing.
Member Kayatta thanked staff for implementing these bonds past the expectations of our community. Member Kayatta wanted to give a shoutout to the Oversight Committee, and appreciates the committee for giving the*

oversight that we need. Member Kayatta stated that we are spending this money so well, and wanted to thank staff for confirming that.

11.0 COMMUNICATIONS

- 11.1 Interim Superintendent's Report (Lisa Allen)- Superintendent Allen thanked Chris Ralston, Nathaniel Browning, and the Facilities staff, and wanted to share that this week, she learned that SCUSD will be receiving a Golden Bell Award from the California School Board Association for their Equity and Access based on the our Facilities Master Plan and Index. Another celebration of facility improvements happened at Woodbine Elementary this past weekend, where the community created an outdoor classroom. Jennifer Kretschman and the Student and Attendance Engagement team hosted a successful Attendance Awareness Month Community Fair at Serna Center on Saturday as well. Superintendent Allen wanted to give a huge shoutout to the College and Career Readiness team for their successful College and Career Fair that was held at Hiram Johnson High School last month. Christina Espinosa, Jackie Nevarez, and the entire team put together a fabulous event that allowed students to meet college and trade skills representatives from across the country. Superintendent Allen thanked the HR team for attending this event to openly recruit staff. Superintendent Allen highlighted the Special Education Town Hall series that just wrapped last week regarding the joint improvement plan with the Black Parallel School Board. The Food Literacy Center at Floyd Farms will be hosting a Harvest Festival on Saturday, November 4th. Superintendent Allen welcomed the new SCUSD CBO, Janea Marking.*
- 11.2 President's Report (Chinua Rhodes)- No update*
- 11.3 Student Member Report (Liliana Miller Segura)- No updated*
- 11.4 Information Sharing by Board Members-Member Phillips thanked everyone for their patience while she stepped in on behalf of President Rhodes for this Board meeting. Member Phillips shared that on behalf of the Executive Board, she wants everyone on the Board to have the opportunity to get comfortable in sitting in this chair.*
Member Singh shared a statement and asked the community to listen and understand the plight of what individuals in the Sikh community go through as well as individuals that come from refugee and asylum seeking communities.
Member Villa wanted to thank Vice President Phillips for sitting in on behalf of President Rhodes, and shared that she did a great job.
Member Phillips shared that today was the day that we saw out Mother Oak on the Oak Ridge Elementary school grounds. With the new construction going on at the school site, the tree had to be removed, but will live on in our buildings.

12.0 CONSENT AGENDA

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

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 July 1-31, 2023 and August 1-31, 2023
(Jesse Castillo)*

*12.1d Approve Donations to the District for the Period of July 1-31, 2023
(Jesse Castillo)*

*12.1e Approve Donations to the District for the Period of August 1-31, 2023
(Jesse Castillo)*

12.1f Approve Resolution No. 3349 Authorizing the District to Apply For and Sign Applications for Local, State and Federal Programs and Grants Pertaining to Lower Emission Vehicle Incentive Programs (Nathaniel Browning)

12.1g Approve Resolution No. 3350: Resolution Regarding Board Stipends (Lisa Allen)

*12.1h Approve Minutes for the September 10, 2023 Special Board of Education Meeting
(Lisa Allen)*

*12.1i Approve Minutes for the September 12, 2023 Special Board of Education Meeting
(Lisa Allen)*

12.1j Approve Agreement to Reimburse for Board Member Leave (Lisa Allen)

12.1k Approve Resolution No. 3355: Resolution Regarding Board Stipends (Lisa Allen)

12.1l Approve Resolution No. 3356: Resolution Regarding Board Stipends (Lisa Allen)

*12.1m Approve Minutes for the September 26, 2023 Special Board of Education Meeting
(Lisa Allen)*

*Public Comment:
Terrence Gladney*

Member Phillips pulled agenda item 12.1a for discussion. Member Phillips pulled a specific contract within agenda item 12.1a which pertains to ESSER funds being used to

purchase portable projector screens to provide educational technology for special education students.

Member Pritchett made a motion to move and approve the consent agenda with the contract within 12.1a pulled with a second from Member Villa. The Board voted 6-0 with President Rhodes absent.

Member Singh asked if the portable projectors are deemed the most effective items that would be needed for the students, and asked who would be the best person to answer this question. Superintendent Allen asked if this item can wait, and go to the Board on October 19th, so additional information can be provided. Member Villa shared that when the Board makes choices on the dais, because we are not educators in the classroom, this impacts students and their needs in an everyday situation. Member Villa shared that we don't know the delays off the top of our head, but what if there is a major impact, and she is not ok with pushing something back that impacts our students who need it the most. Member Jeane shared that as a teacher, she uses TVs on carts daily, and that some kind of projection ability is vital in the classroom. Member Pritchett thinks that we should approve this contract, and moving forward, the Board can have conversations with our Special Education Department to see what these projectors are being used for. Member Kayatta is glad that the Board had the conversation, especially, after they just had a conversation around climate change. Member Kayatta thinks that the Board should move forward with approving this item. Member Singh shared that he knows that it is tedious to pull something off of consent, but that's the purpose of the conversation, and he thinks that it is important to at least bring the item up for discussion.

Member Phillips made a motion to approve the item with a second from Member Villa. The Board voted 6-0 with President Rhodes absent.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS **Receive Information**

13.1 Business and Financial Report: Enrollment Report Month 9 & 10 (Jesse Castillo)

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *October 19, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *November 2, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

15.0 ADJOURNMENT

The meeting was adjourned at 9:08 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# 12.1m

Meeting Date: December 14, 2023

Subject: Approve Minutes for the October 31, 2023 Special 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 October 31, 2023, Special Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the October 31, 2023, Special Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Lisa Allen, Interim Superintendent Approved by: Lisa Allen, Interim Superintendent</p>
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**Putting
Children
First**

**Sacramento City Unified School District
BOARD OF EDUCATION
Special Board Meeting**

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)
Gracie Miller Segura, Student Member*

Tuesday, October 31, 2023
12:00 p.m.-1:00 p.m.

Washington Room at Serna Center

*5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)
Member Pritchett will be attending
remotely at: 2495 Natomas Park Dr. Floor 6
Sacramento California, 95833*

MINUTES
2023/24-14

1.0 OPEN SESSION / CALL TO ORDER

The meeting was called to order at 12:00 p.m.

Members Present:

*President Rhodes
Member Singh
Member Phillips
Member Villa
Member Pritchett*

Members Absent:

*Member Jeane
Member Kayatta*

2.0 PUBLIC COMMENT

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION

Members of the public may address the Board on-agenda items only. 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.

No public comment

3.0 CLOSED SESSION

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

4.0 RECONVENE INTO OPEN SESSION

5.0 CONSENT AGENDA

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

5.1 Items Subject or Not Subject to Closed Session:

- 5.1a Approve Cross Country Athletics National November 2-4, 2023 (Dave Parsh)

The Board voted 5-0 with Member Jeane and Member Kayatta absent.

6.0 ADJOURNMENT

The meeting adjourned at 1:00 p.m.

Lisa Allen, Interim Superintendent and Board Secretary

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Sacramento
City Unified
School District

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1n

Meeting Date: December 14, 2023

Subject: CSPP Continued Funding Application for Fiscal Year (FY) 2024-2025

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of the Continued Funding Application (CFA) to the California Department of Education (CDE) for the California State Preschool Program (CSPP) for the fiscal year (FY) 2024-2025.

Background/Rationale: Contractors who currently hold a California State Preschool Program (CSPP) contract and request to be considered for continued funding for the fiscal year (FY) 2024-2025 must complete an application for continued funding.

Financial Considerations: SCUSD offers Full-Day/Full-Year and Part-Day/Part-Year CSPP programs throughout the city of Sacramento, which is about \$7.2 million in revenue. Applying for continued funding will provide children and families more opportunities and access to high-quality educational services.

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

Documents Attached:

1. CSPP Continued Funding Application and supporting documentation

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer

E'leva Hughes Gibson, Assistant Superintendent

Approved by: Lisa Allen, Interim Superintendent

Fiscal Year 2024–25 CSPP Continued Funding

Early Education Division

Overview

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2024–25 must complete this application for continued funding. The FY 2024–25 Continued Funding Application (CFA) Overview and Instructions may be accessed on the [CFA web page](#).

Contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2024–25. Contracts will be automatically renewed in accordance with all applicable federal and state laws and Contract Terms and Conditions (CT&Cs). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2024–25 and accepts all of the terms and conditions of the 2024–25 CSPP contract, and if applicable the 2024–25 CPKS contract, which will be provided to the contractor no later than June 1, 2024.

Upon completion of this CFA, the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2024–25, if approved, may be delayed.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2024, pursuant to the *California Code of Regulations*, Title 5 (5 CCR) Section 17828.

Contractors that wish to reject the terms of the FY 2024–25 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024–25 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have a contract(s) in effect for FY 2024–25. Note that while contractors who currently receive CPKS funding may reject their 2024–25 CPKS contract, they cannot reject their 2024–25 CSPP contract and still receive funding under a CPKS contract since CPKS funding is tied to having a CSPP contract.

If a contractor wishes to terminate the contract for any reason during the FY 2024–25 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow CCR 17795.

Instructions

Review the "Fiscal Year 2024–25 Continued Funding Application Overview and Instructions" document provided on the CFA web page for detailed instructions on how to complete each section of the CFA. All fields must be completed unless otherwise noted as optional. The application is structured into the following sections:

- Section I: Contractor Information
- Section II: Contract and Program Type
- Section III: Contractor's Officers and Board of Directors Information
- Section IV: Program Narrative
- Section V: Subcontract Certification
- Section VI: Contractor Certification
- Section VII: CFA Checklist

Only a person with the legal authority to contractually bind the agency, or the contractor's "authorized representative" identified in the Board Resolution, may sign the CFA and related contractual documents on behalf of the agency. Please refer to the "Fiscal Year 2024–25 Continued Funding Application Overview and Instructions" and the template Board Resolution provided on the [CFA web page](#).

If you do not complete the CFA in one session, you must select the **Save Responses** button located on the bottom of the screen. Once selected, you will be redirected to a new browser window to enter your email address. You will receive an email with a unique web address for entrance back into the CFA. It is recommended that you save the application web address. If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I: Contractor Information

Contractor Legal Name:

Sacramento City Unified School District

Contractor "Doing Business As" (DBA): (Optional)

Sacramento City Unified School District

Headquartered County:

34 Sacramento

Vendor Number:

6743

Executive Director Name:

Lisa Allen

Executive Director Telephone Number: (999-999-9999)

916-643-9010

Executive Director Email Address:

Lisa-Allen@scusd.edu

Legal Business Address:

5735 47th Avenue

City:

Sacramento

Zip Code:

95824

Is Mailing Address different from Legal Business Address?

Yes

No

Name of Person Completing the CFA:

Sherrell Peterson

Title of Person Completing the CFA:

Child Development Program Technican

Contact Person Telephone Number: (999-999-9999)

916-643-7853

Contact Person Email Address:

Sherrell-Peterson@scusd.edu



Section II: Contract and Program Type

Part 1: Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2024–25. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type: *(select all that apply)*

- CSPP
- CPKS

Does the CSPP operate a Family Childcare Home Education Network (FCHEEN)?

- Yes
- No

ProgramType: *(Select all that apply. A completed Program Calendar (Form EED 9730) must be submitted. If the contractor operates both a full-day and a part-day program, a separate Program Calendar (Form EED 9730) must be uploaded for each.)*

- Full-Day/Full-Year
- Part-Day/Part-Year
- Full-Day/Part-Year
- Part-Day/Full-Year

Part 2: Projected Enrollment

Insert the number of subsidized children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.

How many counties does your agency operate in?

County 1 Information

Select the County Name:

Number of Children to be Enrolled in Part-Day CSPP in County 1:

Number of Children to be Enrolled in Full-Day CSPP in

County 1:

Total Number of Children to be
Enrolled in County 1:

816

Total Number of CSPP Children to be Enrolled: *(Add the total from each county.)*

816

Back

Reset

Save Responses

Next

Section III: Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?

- Yes
- No

How many officers and board members/governing individuals (i.e., owner, director, etc.) does your agency have? *(If there are more than 10, please complete this section and email CFA@cde.ca.gov with any additional members and their contact information.)*

7

Officer #1:

Officer 1 First Name: Chinua
 Officer 1 Last Name: Rhodes
 Officer 1 Title: President, Board of Education, Area 5
 Officer 1 Telephone Number: (999-999-9999) 916-643-9314
 Officer 1 Mailing Address: 5735 47th Avenue
 Officer 1 Mailing City: Sacramento
 Officer 1 Mailing Zip Code: 95824
 Officer 1 Email Address: Chinua-Rhodes@scusd.edu

Officer #2:

Officer 2 First Name: Lavinia
 Officer 2 Last Name: Grace Phillips
 Officer 2 Title: 1st Vice President, Board of Education, Area 7
 Officer 2 Telephone Number (999-999-9999): 916-643-9314
 Officer 2 Mailing Address: 5735 47th Avenue
 Officer 2 Mailing City: Sacramento
 Officer 2 Mailing Zip Code: 95824
 Officer 2 Email Address: Lavinia-Phillips@scusd.edu

Officer #3:

Officer 3 First Name: Jasjit
 Officer 3 Last Name: Singh
 Officer 3 Title: 2nd Vice President, Board of Education, Area 2
 Officer 3 Telephone Number (999-999-9999): 916-643-9314
 Officer 3 Mailing Address: 5735 47th Avenue
 Officer 3 Mailing City: Sacramento
 Officer 3 Mailing Zip Code: 95824
 Officer 3 Email Address: Jasjit-Singh@scusd.edu

Officer #4:

Officer 4 First Name: Tara
Officer 4 Last Name: Jeane
Officer 4 Title: Board of Education Member, Area 1
Officer 4 Telephone Number (999-999-9999): 916-643-9314
Officer 4 Mailing Address: 5735 47th Avenue
Officer 4 Mailing City: Sacramento
Officer 4 Mailing Zip Code: 95824
Officer 4 Email Address: Tara-Jeane@scusd.edu

Officer #5:

Officer 5 First Name: Christina
Officer 5 Last Name: Pritchett
Officer 5 Title: Board of Education Member, Area 3
Officer 5 Telephone Number (999-999-9999): 916-643-9314
Officer 5 Mailing Address: 5735 47th Avenue
Officer 5 Mailing City: Sacramento
Officer 5 Mailing Zip Code: 95824
Officer 5 Email Address: Christina-Pritchett@scusd.edu

Officer #6:

Officer 6 First Name: Jamee
Officer 6 Last Name: Villa
Officer 6 Title: Board of Education Member, Area 4
Officer 6 Telephone Number (999-999-9999): 916-643-9314
Officer 6 Mailing Address: 5735 47th Avenue
Officer 6 Mailing City: Sacramento
Officer 6 Mailing Zip Code: 95824
Officer 6 Email Address: Jamee-Villa@scusd.edu

Officer #7:

Officer 7 First Name: Taylor
Officer 7 Last Name: Kayatta
Officer 7 Title: Board of Education Member, Area 6
Officer 7 Telephone Number (999-999-9999): 916-643-9314
Officer 7 Mailing Address: 5735 47th Avenue
Officer 7 Mailing City: Sacramento
Officer 7 Mailing Zip Code: 95824
Officer 7 Email Address: Taylor-Kayatta@scusd.edu

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

- Yes
 No

Section IV: Program Narrative

Does the contractor have program or minimum days of operation (MDO) changes?

- Yes
 No

If the contractor does have program or MDO changes, please select the type(s) of change and complete the questions below. (Note: Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).)

- Program change
 MDO change

Identify the program component(s) for which you are requesting a change.

Number of children to be enrolled increased from 792 students to 816 students.

Describe how the program currently provides services to children and families in relation to the above-identified program component(s).

The program provides children access to high quality programs and equitable supports for learning and c

Describe the proposed change(s), and how services will be improved if the change(s) is/are implemented.

The proposed changes will provide children and families with more opportunities and access to high qua

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- Yes
 No

Printed Name of the Contractor's Authorized Representative:

Dr. E'Leva Hughes-Gibson

Title of the Contractor's Authorized Representative:

Assistant Superintendent

Certification Date: (MM/DD/YYYY)

12/01/2023

Section V: Subcontract Certification

Subcontractor refers to a separate agency subcontracted to provide CSPP services in accordance with the provisions contained in the California Education Code, 5 CCR, and the CT&Cs.

Does the Contractor have subcontractors?

- Yes
 No

Contractors who subcontract CSPP services must also submit a completed Subcontractor Information Form (EED-3704B). The form is available on the [CFA web page](#).

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- Yes
 No

Printed Name of the Contractor's Authorized Representative:

E'Leva Hughes Gibson

Title of the Contractor's Authorized Representative:

Assistant Superintendent

Certification Date: (MM/DD/YYYY)

12/01/2023

Authorized Representative's Telephone Number: (999-999-9999)

916-643-7801

Authorized Representative's Email Address:

Eleva-Gibson@scusd.edu

Section VI: Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge: *(Each box below must be selected in order to continue with the application.)*

- I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.
- I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2024–25, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract(s) on June 30, 2024.
- On behalf of the contractor and its governing authority, I understand that some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

As the authorized representative of the CSPP contractor named in this application, I certify that: *(Each box below must be selected in order to continue with the application.)*

- I have reviewed all of the information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
- I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

As the signer on this CFA I have supervisory authority over the CSPP and have actual, personal knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2024-25, including but not limited to: *(Each box below must be selected in order to continue with the application.)*

- Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
- Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in EC.
- Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
- Operational and programmatic requirements.
- Personnel requirements as stipulated in the California Education Code, 5 CCR; and the CT&Cs.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2024–25 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2024. The contractor may reject the FY 2024–25 contract by

providing the CDE with a written notice of rejection no later than June 30, 2024. Contractors that wish to reject the terms of the FY 2024–25 contract must provide written notice that the terms of the contract are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024–25 CSPP contract, and CPKS contract if applicable, are rejected.

Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2024–25. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2024-25 starting on July 1, 2024.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- Yes
- No

Printed Name of the Contractor's Authorized Representative:

E'Leva Hughes Gibson

Title of the Contractor's Authorized Representative:

Assistant Superintendent

Certification Date: (MM/DD/YYYY)

12/01/2023

Authorized Representative's Telephone Number: (999-999-9999)

916-643-7801

Authorized Representative's Email Address:

Eleva-Gibson@scusd.edu

Section VII – CFA Checklist

Is the Contractor a public or non-public agency? (The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. A charter school is also a public agency. Any agency that does not meet these criteria is considered a "**non-public agency**.")

- Public Agency
 Non-Public Agency

Is the Contractor a community college or community college district in California? (Community colleges and community college districts appear in the [California Community Colleges Chancellor's Office Directory](#))

- Yes
 No

Is the Contractor a local education agency (LEA)? (An LEA is a local entity involved in education including but not limited to school districts, county offices of education, direct-funded charter schools, and special education local plan areas. LEAs appear in the [California School Directory](#))

- Yes
 No

All forms and documentation listed below must be completed and attached to this application when submitting the CFA. Download, complete, and save each required attachment, as applicable, from the [CFA web page](#). Before uploading your completed attachments, they must be saved on your computer in a compressed (zipped) folder.

Instructions for saving all attachments in a compressed (zipped) folder:

Save all completed attachments in one folder on your computer. Name each document with your Vendor ID Number followed by the title of the document, for example "12345 - STD 204," "12345 - Board Resolution," etc.

Name the folder containing all attachments with your Vendor ID Number followed by "CFA Attachments," for example "12345 - CFA Attachments."

Right click on the folder, hover your cursor over the "Send to" option, then select "Compressed (zipped) folder." (Mac users may instead select all the documents within the folder, right click, and select "Compress X items" where X is the number of items selected.) The compressed folder will appear in the same location as the original folder. The compressed folder name will end with ".zip."

Check each box below to confirm the required item is completed and included in your zipped file:

Full-Day Calendar (Form EED 9730). Required for contractors who indicated a Full-Day program type in Section II.

Included

Part-Day Calendar (Form EED 9730). Required for contractors who indicated a Part-Day program type in Section II.

Included

California Civil Rights Laws Certification (CO-005). Required for all contractors.

Included

Contractor Certification Clauses (CCC). Required for all contractors.

Included

Federal Certification (CO.8). Required for all contractors.

Included

CDMIS Agency Information Certification. Required for all contractors. (Review all information in CDMIS, update any outdated or incorrect information, and generate the Agency Information Certification form. Log on to the [CDMIS](#) and follow the steps outlined in the FY 2024–25 CFA Instructions.)

Included

Verification of Local Education Agency Name and Address. Required for all LEAs. (Provide the information page printed from [California School Directory web page](#) or [California Community College Chancellor's Office web page](#), as applicable).

Included

Public Agency's Board Resolution or Minutes authorizing signature authority. Required for all Public Agencies. (If the contractor is a County Office of Education, Resolution is not required only IF the CFA is signed by the County Superintendent).

Included

Not Applicable

If applicable: Application for License Exemption. Applicable only for LEAs choosing to apply to be exempt from licensure pursuant to Health & Safety Code (H&SC) Section 1596.792(o).

Included

Not Applicable

Upload the .zip file containing all required attachments. To upload the file, click the icon below, select the .zip folder saved on your computer, and click "upload." When the file has uploaded successfully a unique ID will appear in the box below.



Back

Reset

Save Responses

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California State Preschool Program Fiscal Year 2024–25 Program Calendar

Contractor Name: **Sacramento City Unified School District**

County: **Sacramento**

Vendor Number: **6743**

Contract Type: **CSPP & CPKS** Program Type: **Full-Day**

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input type="checkbox"/>
7 <input type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input type="checkbox"/>
14 <input type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input type="checkbox"/>
21 <input type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input type="checkbox"/>
28 <input type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A	N/A

January 2025 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
5 <input type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input type="checkbox"/>
12 <input type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input type="checkbox"/>
19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input type="checkbox"/>
26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A

August 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input type="checkbox"/>

February 2025 Days of Operation 18

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	N/A

September 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

March 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input type="checkbox"/>
30 <input type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

October 2024 Days of Operation 23

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A

April 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A

November 2024 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>
3 <input type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input type="checkbox"/>
10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input type="checkbox"/>
17 <input type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input type="checkbox"/>
24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>

May 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input type="checkbox"/>

December 2024 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>	N/A	N/A	N/A	N/A

June 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

Total Days of Operation: 236

EED Consultant Initials (For EED Use Only)
Date Approved by EED (For EED Use Only)

California State Preschool Program Fiscal Year 2024–25 Program Calendar

Contractor Name: **Sacramento City Unified School District**

County: **Sacramento**

Vendor Number: **6743**

Contract Type: **CSPP & CPKS** Program Type: **Part-Day**

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2024 Days of Operation 0

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>
7 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>	10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>
14 <input type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>
21 <input type="checkbox"/>	22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>
28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>	N/A	N/A	N/A

January 2025 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
5 <input type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input type="checkbox"/>
12 <input type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input type="checkbox"/>
19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input type="checkbox"/>
26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A

August 2024 Days of Operation 0

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>	7 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>	14 <input type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input type="checkbox"/>	22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>

February 2025 Days of Operation 18

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	N/A

September 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

March 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input type="checkbox"/>
30 <input type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

October 2024 Days of Operation 23

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A

April 2025 Days of Operation 17

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A

November 2024 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>
3 <input type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input type="checkbox"/>
10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input type="checkbox"/>
17 <input type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input type="checkbox"/>
24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>

May 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input type="checkbox"/>

December 2024 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>	N/A	N/A	N/A	N/A

June 2025 Days of Operation 9

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

Total Days of Operation: 178

EED Consultant Initials (For EED Use Only)
Date Approved by EED (For EED Use Only)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
Sacramento City Unified School District

2. Federal ID Number:
94-6002491

3. By (Authorized Signature):



4. Printed Name and Title of Person Signing:
Dr. E'Leva Hughes-Gibson, Assistant Superintendent

5. Date Executed:
12/01/2023

6. Executed in the County and State of:
Sacramento, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Sacramento City Unified School District	94-6002491

By (Authorized Signature)



Printed Name and Title of Person Signing

Dr. E'Leva Hughes-Gibson, Assistant Superintendent

Date Executed	Executed in the County of
12/01/2023	Sacramento

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV.06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5735 47th Avenue
Sacramento, Sacramento County, California,
95824

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

FISCAL YEAR 2024-25

CONTRACTOR NAME

Sacramento City Unified Sch

VENDOR ID NUMBER

6743

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dr. E'Leva Hughes-Gibson, Assistant Superintende

SIGNATURE



DATE

12/1/23

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for as of the date this certification was signed.



11/30/2023

Program Director/Authorized Representative Signature

Date Signed

E'leva Gibson

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: May Song

Date Generated: 11/30/2023

Assigned CDD Consultant: Cassandra Lewis

EED Contractor Data Sheet

Agency Name: Sacramento City Unif Sch Dist County: Sacramento

Vendor Number: 6743 Assigned Consultant: Cassandra Lewis

Headquarters Address
 Mailing Address:
 Street Address: 5735 47th Avenue
 City: Sacramento
 State: CA
 Zip: 95824-4528

Executive Director and Contact Information
 Name: Ms. Lisa Allen
 Title: Superintendent
 EMail: Lisa-Allen@scusd.edu
 Phone: (916)643-9010
 FAX: (916)399-2058

Program Director Information:

Name:	Contact Information:	Address:
E'Leva Gibson	Phone: (916)643-7801 FAX: ()- Email: eleva-gibson@scusd.edu	5735 47th Ave Sacramento, CA 95824

Contract Information:

Contract #	MRA	Program Director
CCTR3220	\$1,186,006.00	E'Leva Gibson
CSPP3406	\$7,204,464.00	E'Leva Gibson

EED Contractor Data Sheet

Site

Site and Office Information

Abraham Lincoln Preschool
3324 Glenmoor Drive
Sacramento, CA 95827-

Kin Do, Site Supervisor
(916)395-4503

License Type	License #	Hours of Operation	Capacity
Day Care Center	343607946	8:00 am - 11:00 am	25

Bear Flag Children's Center
6620 Gloria Drive
Sacramento, CA 95831-

Melanie Lor, Site Supervisor
(916)433-2747

License Type	License #	Hours of Operation	Capacity
Day Care Center	343605816	8:00 am - 11:00 am	24

Bowling Green Chacon Preschool
6807 Franklin Blvd
Sacramento, CA 95823-

Yvette Martinez, Site Supervisor
(916)395-5217

License Type	License #	Hours of Operation	Capacity
Day Care Center	343604980	12:00 pm - 3:00 pm	24

Bowling Green McCoy Preschool
4211 Turnbridge Drive
Sacramento, CA 95823

Cathy Vo, Site Supervisor
(916)395-5213

License Type	License #	Hours of Operation	Capacity
Day Care Center	343617697	8:00 am - 11:00 am	28

Camellia Preschool
6600 Cougar Drive
Sacramento, CA 95828

Reena Sharma, Site Supervisor
(916)395-4522

License Type	License #	Hours of Operation	Capacity
Day Care Center	343616702	8:00 am - 11:00 am	25

EED Contractor Data Sheet

Site

Earl Warren Preschool
 5420 Lowell Street
 Sacramento, CA 95820-

Suzanna Saraba, Site Supervisor
 (916)395-4547

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317946	8:00 am - 2:30 pm	48

Edward Kemble Preschool
 7495 29th Street
 Sacramento, CA 95822-

Chao Xiong, Site Supervisor
 (916)395-4554

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317944	8:00 am - 3:30 pm	48

Elder Creek Children's Center
 7800 Lemon Hill Avenue
 Sacramento, CA 95824-

Irina Zolnikov, Site Supervisor
 (916)395-5231

License Type	License #	Hours of Operation	Capacity
Day Care Center	340306416	8:00 am - 3:00 pm	101

Ethel I. Baker
 5717 Laurine Way
 Sacramento, CA 95824

Sia Lor, Site Supervisor
 (916)395-4562

License Type	License #	Hours of Operation	Capacity
Day Care Center	340316146	8:00 am - 11:00 am	24

Ethel Phillips Preschool
 2930 21st Avenue
 Sacramento, CA 95820

Christina Alva, Site Supervisor
 (916)395-4568

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317948	8:00 am - 2:30 pm	50

EED Contractor Data Sheet

Site

Fr. Keith B. Kenny Preschool
 3525 Martin Luther King Blvd
 Sacramento, CA 95817

Denise Richardson, Site Supervisor
 (916)395-4572

License Type	License #	Hours of Operation	Capacity
Day Care Center	340321340	8:00 am - 11:00 am	30

Golden Empire Preschool
 9045 Canberra Drive
 Sacramento, CA 95826

Maria Avetisov, Site Supervisor
 (916)395-4582

License Type	License #	Hours of Operation	Capacity
Day Care Center	343609470	8:00 am - 11:00 am	24

H.W. Harkness Preschool
 2147 54th Avenue
 Sacramento, CA 95822-

Diana Franco, Site Supervisor
 (916)395-4588

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317920	8:45 am - 11:45 am	24

Hiram Johnson Center
 3535 65th Street
 Sacramento, CA 95820-

Suzie Vang, Site Supervisor
 (916)395-5500

License Type	License #	Hours of Operation	Capacity
Day Care Center	343606947	8:00 am - 3:00 pm	73

James Marshall State Preschool
 9525 Goethe Road
 Sacramento, CA 95827-

Roxanne Sjolund, Site Supervisor
 (916)395-4607

License Type	License #	Hours of Operation	Capacity
Day Care Center	343601824	8:00 am - 11:00 am	24

EED Contractor Data Sheet

Site

John Bidwell Preschool
 1730 65th Avenue
 Sacramento, CA 95822-

Charlotte Bier, Site Supervisor
 (916)395-4612

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317924	8:00 am - 2:30 pm	48

John Cabrillo Preschool
 1141 Seamas Ave
 Sacramento, CA 95822

Victoria Buckingham, Site Supervisor
 (916)395-4617

License Type	License #	Hours of Operation	Capacity
Day Care Center	343606949	8:00 am - 4:00 pm	24

John Sloat Preschool
 7525 Candlewood Wy
 Sacramento, CA 95822-

Sarah Wong, Site Supervisor
 (916)395-4622

License Type	License #	Hours of Operation	Capacity
Day Care Center	340319040	8:30 am - 11:30 am	24

John Still Preschool
 2200 John Still Drive
 Sacramento, CA 95832

Yolanda Padilla, Site Supervisor
 (916)395-4627

License Type	License #	Hours of Operation	Capacity
Day Care Center	343617323	8:00 am - 11:00 am	30

Leatata Floyd Preschool
 401 McClatchy Way
 Sacramento, CA 95818

Raman Clar, Site Supervisor
 (916)395-4632

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317922	8:30 am - 11:30 am	60

EED Contractor Data Sheet

Site

Lisbon Early Learning Center
 7555 S. Land Park Drive
 Sacramento, CA 95831

Roseline Vincent, Site Supervisor
 (916)433-5060

License Type	License #	Hours of Operation	Capacity
Day Care Center	343616445	8:30 am - 11:30 am	30

Martin Luther King Jr. PS
 480 Little River Way
 Sacramento, CA 95831

Ha Ta, Site Supervisor
 (916)395-4649

License Type	License #	Hours of Operation	Capacity
Day Care Center	343617689	8:00 am - 11:00 am	25
School-Age Center	EXEMPT	7:00 am - 6:00 pm	55

Oak Ridge Preschool
 4501 Martin Luther King Blvd
 Sacramento, CA 95820

Chong Vang, Site Supervisor
 (916)395-4667

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317930	8:00 am - 11:00 am	24

Pacific Preschool
 6201 41st Street
 Sacramento, CA 95824-

Amy Ronsheimer, Site Supervisor
 (916)395-4672

License Type	License #	Hours of Operation	Capacity
Day Care Center	340310524	8:00 am - 11:00 am	24

Parkway Preschool
 4720 Forest Parkway
 Sacramento, CA 95823-

Sonja Fulgham, Site Supervisor
 (916)395-4677

License Type	License #	Hours of Operation	Capacity
Day Care Center	340321756	8:00 am - 2:30 pm	48

EED Contractor Data Sheet

Site

Peter Burnett Preschool
 6032 36th Ave, Room 3
 Sacramento, CA 95824

Gulalai Shetab, Site Supervisor
 (916)395-4683

License Type	License #	Hours of Operation	Capacity
Day Care Center	340321380	8:00 am - 11:00 am	24

Skills Children's Center
 5451 Lemon Hill Ave
 Sacramento, CA 95824

Theresa Perez, Site Supervisor
 (916)395-5585

License Type	License #	Hours of Operation	Capacity
Day Care Center	343606949	8:00 am - 11:00 am	24

Susan B Anthony Preschool
 7864 Detroit
 Sacramento, CA 95832

Toribia Gallegos, Site Supervisor
 (916)395-4712

License Type	License #	Hours of Operation	Capacity
Day Care Center	340317932	8:00 am - 2:30 pm	47

Washington Children's Center
 530 18th Street
 Sacramento, CA 95811

Willie Anderson, Site Supervisor
 (916)264-4186

License Type	License #	Hours of Operation	Capacity
Day Care Center	340306403	8:30 am - 11:30 am	24

Woodbine Children's Center
 2500 52nd Avenue
 Sacramento, CA 95822

Jill Hernandez, Site Supervisor
 (916)395-4916

License Type	License #	Hours of Operation	Capacity
Day Care Center	343605503	8:00 am - 11:00 am	24

EED Contractor Data Sheet

Number of Children Served in Sites, Offices, or Licensed Family Child Care Homes

The number of children served displayed in the various sections below is based on information that is updated annual by contractor staff as part of the Continued Funding Application process. The numbers represent enrollment on a specific date that was identified in the Continued Funding Application. The numbers do not represent actual services throughout the year.

Site

Number of children served by age group

Abraham Lincoln Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	6	18	0

Number of children served by age group

Bear Flag Children's Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	14	0

Number of children served by age group

Bowling Green Chacon Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	5	19	0

Number of children served by age group

Bowling Green McCoy Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	5	19	0

Number of children served by age group

Camellia Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	8	16	0

Number of children served by age group

Earl Warren Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	11	13	0

Number of children served by age group

Edward Kemble Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	14	0

EED Contractor Data Sheet

Site

Number of children served by age group

Elder Creek Children's Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	14	4	0

Number of children served by age group

Ethel I. Baker

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	8	12	0

Number of children served by age group

Ethel Phillips Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	7	13	0

Number of children served by age group

Fr. Keith B. Kenny Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	11	12	0

Number of children served by age group

Golden Empire Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	14	0

Number of children served by age group

H.W. Harkness Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	11	12	0

Number of children served by age group

Hiram Johnson Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	17	18	0

Number of children served by age group

James Marshall State Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	14	0

EED Contractor Data Sheet

Site

Number of children served by age group

John Bidwell Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	21	12	0

Number of children served by age group

John Cabrillo Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	7	16	0

Number of children served by age group

John Sloat Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	9	0

Number of children served by age group

John Still Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	6	17	0

Number of children served by age group

Leatata Floyd Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	8	11	0

Number of children served by age group

Lisbon Early Learning Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	5	17	0

Number of children served by age group

Martin Luther King Jr. PS

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CCTR3220	0	0	0	17	0	0	0
CSPP3406	0	0	0	0	12	10	0

Number of children served by age group

Oak Ridge Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	9	11	0

EED Contractor Data Sheet

Site

Number of children served by age group

Pacific Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	11	13	0

Number of children served by age group

Parkway Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	9	8	0

Number of children served by age group

Peter Burnett Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	7	14	0

Number of children served by age group

Skills Children's Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	10	13	0

Number of children served by age group

Susan B Anthony Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	8	13	0

Number of children served by age group

Washington Children's Center

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	7	13	0

Number of children served by age group

Woodbine Children's Center



Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP3406	0	0	0	0	11	13	0

EED Contractor Data Sheet

Total Children Served by Contract


Contract	Infants	Toddlers	Pre School	School Age	CSPP only		
					3 yrs	4yrs	Other
CCTR3220	0	0	0	17	0	0	0
CSPP3406	0	0	0	0	284	402	0

Sacramento City Unified

County	Sacramento
District	Sacramento City Unified List of active district's schools
CDS Code	34 67439 0000000
District Address	5735 47th Ave. Sacramento, CA 95824-4528 Google Map 
Mailing Address	PO Box 246870 Sacramento, CA 95824-6870
Phone Number	(916) 643-9000
Fax Number	(916) 399-2058
Email	superintendent@scusd.edu
Web Address	www.scusd.edu 
Superintendent	Lisa Allen Interim Superintendent superintendent@scusd.edu
Chief Business Official	Janea Marking Chief Business Officer (916) 643-9055 janea-marking@scusd.edu
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0633840
CDS Coordinator (Contact for Data Updates)	Suzanne McKelvey (916) 643-9280 Request Data Update(s)
Last Updated	August 7, 2023

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's [Accreditation and Quality Assurance](#)  web page.

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2024–2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024–2025 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
Sacramento City Unified School District

authorizes that the person/s listed below, is/are authorized to sign the FY 2024–2025 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S

PASSED AND ADOPTED THIS _____ day of _____ (month year), by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____ County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

Meeting Date: December 14, 2023

Subject: Business and Financial Information: Enrollment and Attendance Report, Month 2, Ending Friday, October 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

Recommendation: Receive business and financial information.

Background/Rationale: Enrollment and Attendance Report for Month 2, Ending Friday, October 23, 2023

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:
Enrollment and Attendance Report for Month 2, Ending Friday, October 20, 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 2, ENDING FRIDAY, OCTOBER 20, 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 /36 2023-2024	PERCENTAGE 2023-2024
A M Winn Elementary K-8 Waldorf	38	105	130	22	295	94.24%	278.44	94.38%	
Abraham Lincoln El	61	205	237	1	504	92.84%	471.56	93.20%	
Alice Birney Waldorf-Inspired K8	47	136	167	3	353	94.72%	337.14	95.21%	
Bret Harte Elementary	23	72	54	42	191	92.13%	162.61	92.63%	
Caleb Greenwood	67	200	219	2	488	96.47%	471.78	96.64%	
Camellia Basic Elementary	42	133	147	18	340	97.43%	334.53	97.37%	
Capital City School	7	31	60	0	98	96.40%	98.11	97.81%	
Caroline Wenzel Elementary	38	69	83	14	204	92.57%	195.69	92.09%	
Cesar Chavez ES	0	0	360	19	379	94.62%	354.94	94.53%	
Crocker/Riverside Elementary	81	283	272	2	638	96.19%	608.69	96.39%	
David Lubin Elementary	45	184	177	34	440	95.59%	415.69	95.37%	
Earl Warren Elementary	48	158	176	9	391	95.59%	373.92	95.47%	
Edward Kemble Elementary	98	332	0	16	446	93.41%	416.22	93.75%	
Elder Creek Elementary	80	320	335	6	741	94.86%	691.28	94.99%	
Ethel I Baker Elementary	72	268	255	2	597	91.93%	546.36	92.51%	
Ethel Phillips Elementary	48	189	174	9	420	93.77%	390.78	93.70%	
Father Keith B Kenny K-6 School	24	86	110	21	241	91.42%	216.06	90.77%	
Genevieve Didion Elementary	67	205	199	5	476	96.65%	460.89	96.58%	
Golden Empire Elementary	48	190	187	4	429	94.75%	408.69	95.12%	
H W Harkness Elementary	36	91	126	6	259	93.70%	242.28	94.20%	
Hollywood Park Elementary	26	75	99	39	239	94.14%	224.72	94.08%	
Home/Hospital	14	17	20	0	51	100.00%	11.83	100.00%	
Hubert H. Bancroft Elementary	48	160	149	20	377	92.77%	345.64	92.90%	
Isador Cohen Elementary	37	138	97	30	302	93.76%	286.06	93.61%	
James W Marshall Elementary	42	129	134	36	341	93.17%	317.89	94.26%	
John Bidwell Elementary	33	118	96	14	261	93.75%	243.83	93.96%	
John Cabrillo Elementary	50	126	124	42	342	92.34%	310.94	92.54%	
John D Sloat Elementary	26	75	92	21	214	91.31%	195.86	92.19%	
John H. Still K-8	63	161	212	2	438	93.59%	399.58	93.20%	
John Morse Therapeutic Center	0	0	0	4	4	85.07%	2.83	88.70%	
Leataata Floyd Elementary	24	93	91	1	209	89.53%	187.25	89.08%	
Leonardo da Vinci K - 8 School	95	285	294	20	694	95.41%	665.17	95.80%	
Mark Twain Elementary	24	88	99	23	234	92.64%	216.31	92.93%	
Martin Luther King Jr Elementary	48	120	115	27	310	93.54%	279.64	93.86%	
Matsuyama Elementary	50	168	207	8	433	95.30%	419.47	95.82%	
Nicholas Elementary	53	205	216	13	487	92.74%	446.53	92.84%	
O W Erlewine Elementary	37	93	129	23	282	91.64%	253.11	92.34%	
Oak Ridge Elementary	48	174	198	2	422	91.99%	387.67	91.85%	
Pacific Elementary	87	250	287	5	629	93.24%	584.06	93.73%	
Parkway Elementary School	62	167	186	24	439	90.61%	395.64	89.87%	
Phoebe A Hearst Elementary	89	285	283	1	658	97.01%	637.33	96.87%	
Pony Express Elementary	31	138	166	15	350	95.65%	333.22	95.78%	
Rosa Parks K-8 School	35	134	135	15	319	91.28%	289.22	91.80%	
Sequoia Elementary	60	167	160	24	411	92.04%	378.28	92.33%	
Success Academy K-8	0	0	4	0	4	89.55%	2.81	87.83%	
Susan B Anthony Elementary	37	138	120	3	298	95.73%	284.28	95.68%	
Sutterville Elementary	38	146	191	7	382	95.25%	363.75	95.42%	
Suy:u Elementary	41	157	176	26	400	93.96%	364.56	93.84%	
Tahoe Elementary	36	109	93	40	278	92.42%	256.28	92.21%	
Theodore Judah Elementary	50	166	177	14	407	94.88%	386.92	94.86%	
Washington Elementary	38	129	114	19	300	92.97%	274.92	92.89%	
William Land Elementary	47	141	141	0	329	95.46%	317.06	95.29%	
Woodbine Elementary	34	115	97	22	268	91.51%	241.94	91.79%	
TOTAL ELEMENTARY SCHOOLS	2,373	7,724	8,170	775	19,042	93.99%	17,780.25	94.13%	
Change from prior month				90	61				

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 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/36	PERCENTAGE 2023-2024
							2023-2024	
A M Winn Elementary K-8 Waldorf	36	33	69	2	71	92.41%	65.47	91.64%
Albert Einstein MS	283	307	590	14	604	92.81%	571.25	93.68%
Alice Birney Waldorf-Inspired K8	46	55	101	1	102	93.19%	96.50	94.38%
California MS	336	403	739	17	756	93.20%	705.03	93.36%
Capital City School	24	32	56	0	56	88.48%	52.58	88.54%
Fern Bacon MS	300	315	615	31	646	93.38%	605.17	93.16%
Genevieve Didion Elementary	56	58	114	0	114	97.21%	111.81	97.46%
Home/Hospital	23	18	41	0	41	100.00%	6.86	100.00%
John H. Still K-8	134	141	275	13	288	93.48%	270.64	93.43%
John Morse Therapeutic Center	0	0	0	12	12	87.25%	10.97	85.31%
Leonardo da Vinci K - 8 School	59	42	101	11	112	95.70%	105.61	95.67%
Miwok MS	640	526	1,166	17	1,183	95.22%	1127.47	95.33%
Rosa Parks K-8 School	200	211	411	17	428	91.20%	387.39	91.34%
Sam Brannan MS	174	166	340	40	380	90.98%	344.89	91.26%
School of Engineering and Science	125	116	241	2	243	94.72%	227.36	94.70%
Success Academy K-8	4	2	6	0	6	87.37%	3.69	85.26%
Umoja International Academy	130	163	293	14	307	90.73%	277.75	90.94%
Will C Wood MS	319	311	630	42	672	93.68%	619.61	93.53%
TOTAL MIDDLE SCHOOLS	2,889	2,899	5,788	233	6,021	93.35%	5,590.05	93.48%
Change from prior month				6	11			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 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/36 2023-2024	PERCENTAGE 2023-2024
American Legion HS	134	0	0	0	0	134	0	134	79.84%	121.89	80.65%	
Arthur A. Benjamin Health Prof	0	37	36	36	47	156	25	181	87.31%	163.14	88.50%	
C K McClatchy HS	0	658	624	608	514	2,404	31	2,435	93.76%	2300.67	94.08%	
Capital City School	0	27	41	33	83	184	0	184	64.91%	144.31	76.78%	
Hiram W Johnson HS	0	366	382	363	364	1,475	109	1,584	90.66%	1434.69	90.66%	
Home/Hospital	0	16	17	20	5	58	0	58	100.00%	11.28	100.00%	
John F Kennedy HS	0	406	417	393	472	1,688	118	1,806	91.80%	1676.47	92.68%	
Luther Burbank HS	0	361	344	374	362	1,441	99	1,540	91.01%	1414.44	91.30%	
Rosemont HS	0	344	340	360	345	1,389	108	1,497	91.69%	1377.53	92.11%	
School of Engineering and Science	0	76	85	69	58	288	0	288	94.78%	275.64	95.20%	
Umoja International Academy	0	53	42	47	37	179	1	180	94.90%	173.31	95.06%	
West Campus HS	0	235	221	213	200	869	8	877	96.97%	852.03	97.14%	
Sacramento Accelerated Academy*	0	1	4	49	176	230	0	230	**N/A	**N/A	**N/A	
TOTAL HIGH SCHOOLS	134	2,579	2,549	2,516	2,487	10,265	499	10,994	91.78%	9,945.39	92.38%	
Change from prior month								6	134			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 2023
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2023-2024 Actual Attendance	Cum Attd Days/36	PERCENTAGE 2023-2024
			2023-2024	
ELEMENTARY	19,042	93.99%	17,780	94.13%
MIDDLE	6,021	93.35%	5,590	93.48%
HIGH SCHOOL	10,994	91.78%	9,945	92.38%
TOTAL ALL DISTRICT SEGMENTS	36,057	93.21%	33,316	93.49%

Total Non-Public Schools as of 10/13/2023	232
--	-----

Non-Public change from prior month	0
---	----------

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 2023
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2023-2024 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	205	0	10,627.00	10,627.00	0	20.23	20.23
Charles A. Jones Career & Education Center	234	0	10,867.61	10,867.61	0	20.70	20.7
TOTAL ADULT EDUCATION	439	0	21,494.61	21,494.61	0	40.93	40.93

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 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	48	32	50	273
Abraham Lincoln El	61	71	70	64	77	76	84	503
Alice Birney Waldorf-Inspired K8	47	41	47	48	58	59	50	350
Bret Harte Elementary	23	24	24	24	13	19	22	149
Caleb Greenwood	67	57	79	64	69	82	68	486
Camellia Basic Elementary	42	48	42	43	40	52	55	322
Capital City School	7	13	8	10	15	18	27	98
Caroline Wenzel Elementary	38	24	24	21	27	30	26	190
Cesar Chavez ES	0	0	0	0	126	112	122	360
Crocker/Riverside Elementary	81	96	90	97	98	83	91	636
David Lubin Elementary	45	47	67	70	52	63	62	406
Earl Warren Elementary	48	48	49	61	58	62	56	382
Edward Kemble Elementary	98	98	118	116	0	0	0	430
Elder Creek Elementary	80	109	100	111	111	116	108	735
Ethel I Baker Elementary	72	94	89	85	98	72	85	595
Ethel Phillips Elementary	48	71	53	65	63	57	54	411
Father Keith B Kenny K-8 School	24	25	34	27	33	44	33	220
Genevieve Didion Elementary	67	70	65	70	66	66	67	471
Golden Empire Elementary	48	64	55	71	60	65	62	425
H W Harkness Elementary	36	39	25	27	38	43	45	253
Hollywood Park Elementary	26	21	35	19	26	32	41	200
Home/Hospital	14	6	5	6	4	11	5	51
Hubert H. Bancroft Elementary	48	47	61	52	64	45	40	357
Isador Cohen Elementary	37	42	48	48	31	33	33	272
James W Marshall Elementary	42	42	47	40	39	56	39	305
John Bidwell Elementary	33	34	37	47	37	28	31	247
John Cabrillo Elementary	50	48	35	43	43	39	42	300
John D Sloat Elementary	26	31	23	21	38	29	25	193
John H. Still K-8	63	48	55	58	63	85	64	436
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	24	25	33	35	32	23	36	208
Leonardo da Vinci K - 8 School	95	96	95	94	97	99	98	674
Mark Twain Elementary	24	23	35	30	33	33	33	211
Martin Luther King Jr Elementary	48	43	39	38	53	29	33	283
Matsuyama Elementary	50	49	63	56	67	64	76	425
Nicholas Elementary	53	68	68	69	65	80	71	474
O W Erlewine Elementary	37	24	35	34	34	48	47	259
Oak Ridge Elementary	48	48	69	57	71	65	62	420
Pacific Elementary	87	78	96	76	94	82	111	624
Parkway Elementary School	62	69	48	50	68	64	54	415
Peter Burnett Elementary	89	96	93	96	97	96	90	657
Phoebe A Hearst Elementary	31	43	48	47	54	55	57	335
Pony Express Elementary	35	38	47	49	45	39	51	304
Rosa Parks K-8 School	60	56	54	57	46	63	51	387
Sequoia Elementary	0	0	0	0	0	0	4	4
Success Academy K-8	37	42	54	42	39	43	38	295
Susan B Anthony Elementary	38	46	47	53	67	62	62	375
Sutterville Elementary	41	45	52	60	58	59	59	374
Tahoe Elementary	36	51	31	27	34	30	29	238
Theodore Judah Elementary	50	67	50	49	54	60	63	393
Washington Elementary	38	35	46	48	48	33	33	281
William Land Elementary	47	47	46	48	38	55	48	329
Woodbine Elementary	34	35	38	42	38	32	27	246
TOTAL	2,373	2,515	2,608	2,601	2,727	2,723	2,720	18,267

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 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	295	597	10,024	10,621	94.38%
Abraham Lincoln El	504	1,238	16,976	18,214	93.20%
Alice Birney Waldorf-Inspired K8	353	611	12,137	12,748	95.21%
Bret Harte Elementary	191	466	5,854	6,320	92.63%
Caleb Greenwood	488	591	16,984	17,575	96.64%
Camellia Basic Elementary	340	325	12,043	12,368	97.37%
Capital City School	98	79	3,532	3,611	97.81%
Caroline Wenzel Elementary	204	605	7,045	7,650	92.09%
Cesar Chavez ES	379	740	12,778	13,518	94.53%
Crocker/Riverside Elementary	638	820	21,913	22,733	96.39%
David Lubin Elementary	440	727	14,965	15,692	95.37%
Earl Warren Elementary	391	638	13,461	14,099	95.47%
Edward Kemble Elementary	446	999	14,984	15,983	93.75%
Elder Creek Elementary	741	1,313	24,886	26,199	94.99%
Ethel I Baker Elementary	597	1,593	19,669	21,262	92.51%
Ethel Phillips Elementary	420	946	14,068	15,014	93.70%
Father Keith B Kenny K-6 School	241	791	7,778	8,569	90.77%
Genevieve Didion Elementary	476	587	16,592	17,179	96.58%
Golden Empire Elementary	429	755	14,713	15,468	95.12%
H W Harkness Elementary	259	537	8,722	9,259	94.20%
Hollywood Park Elementary	239	509	8,090	8,599	94.08%
Home/Hospital	51	0	426	426	100.00%
Hubert H. Bancroft Elementary	377	951	12,443	13,394	92.90%
Isador Cohen Elementary	302	703	10,298	11,001	93.61%
James W Marshall Elementary	341	697	11,444	12,141	94.26%
John Bidwell Elementary	261	564	8,778	9,342	93.96%
John Cabrillo Elementary	342	903	11,194	12,097	92.54%
John D Sloat Elementary	214	597	7,051	7,648	92.19%
John H. Still K-8	438	1,050	14,385	15,435	93.20%
John Morse Therapeutic Center	4	13	102	115	88.70%
Leataata Floyd Elementary	209	826	6,741	7,567	89.08%
Leonardo da Vinci K - 8 School	694	1,049	23,946	24,995	95.80%
Mark Twain Elementary	234	592	7,787	8,379	92.93%
Martin Luther King Jr Elementary	310	659	10,067	10,726	93.86%
Matsuyama Elementary	433	659	15,101	15,760	95.82%
Nicholas Elementary	487	1,240	16,075	17,315	92.84%
O W Erlewine Elementary	282	756	9,112	9,868	92.34%
Oak Ridge Elementary	422	1,239	13,956	15,195	91.85%
Pacific Elementary	629	1,407	21,026	22,433	93.73%
Parkway Elementary School	439	1,606	14,243	15,849	89.87%
Phoebe A Hearst Elementary	658	741	22,944	23,685	96.87%
Pony Express Elementary	350	528	11,996	12,524	95.78%
Rosa Parks K-8 School	319	930	10,412	11,342	91.80%
Sequoia Elementary	411	1,131	13,618	14,749	92.33%
Success Academy K-8	4	14	101	115	87.83%
Susan B Anthony Elementary	298	462	10,234	10,696	95.68%
Sutterville Elementary	382	628	13,095	13,723	95.42%
Suy:u Elementary	400	861	13,124	13,985	93.84%
Tahoe Elementary	278	779	9,226	10,005	92.21%
Theodore Judah Elementary	407	754	13,929	14,683	94.86%
Washington Elementary	300	758	9,897	10,655	92.89%
William Land Elementary	329	564	11,414	11,978	95.29%
Woodbine Elementary	268	779	8,710	9,489	91.79%
TOTAL	19,042	39,907	640,089	679,996	94.13%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 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	215	2,357	2,572	91.64%
Albert Einstein MS	604	1,387	20,565	21,952	93.68%
Alice Birney Waldorf-Inspired K8	102	207	3,474	3,681	94.38%
California MS	756	1,805	25,381	27,186	93.36%
Capital City School	56	245	1,893	2,138	88.54%
Fern Bacon MS	646	1,600	21,786	23,386	93.16%
Genevieve Didion Elementary	114	105	4,025	4,130	97.46%
Home/Hospital	41	0	247	247	100.00%
John H. Still K-8	288	685	9,743	10,428	93.43%
John Morse Therapeutic Center	12	68	395	463	85.31%
Leonardo da Vinci K - 8 School	112	172	3,802	3,974	95.67%
Miwok MS	1,183	1,988	40,589	42,577	95.33%
Rosa Parks K-8 School	428	1,322	13,946	15,268	91.34%
Sam Brannan MS	380	1,189	12,416	13,605	91.26%
School of Engineering and Science	243	458	8,185	8,643	94.70%
Success Academy K-8	6	23	133	156	85.26%
Umoja International Academy	307	996	9,999	10,995	90.94%
Will C Wood MS	672	1,543	22,306	23,849	93.53%
TOTAL	6,021	14,008	201,242	215,250	93.49%

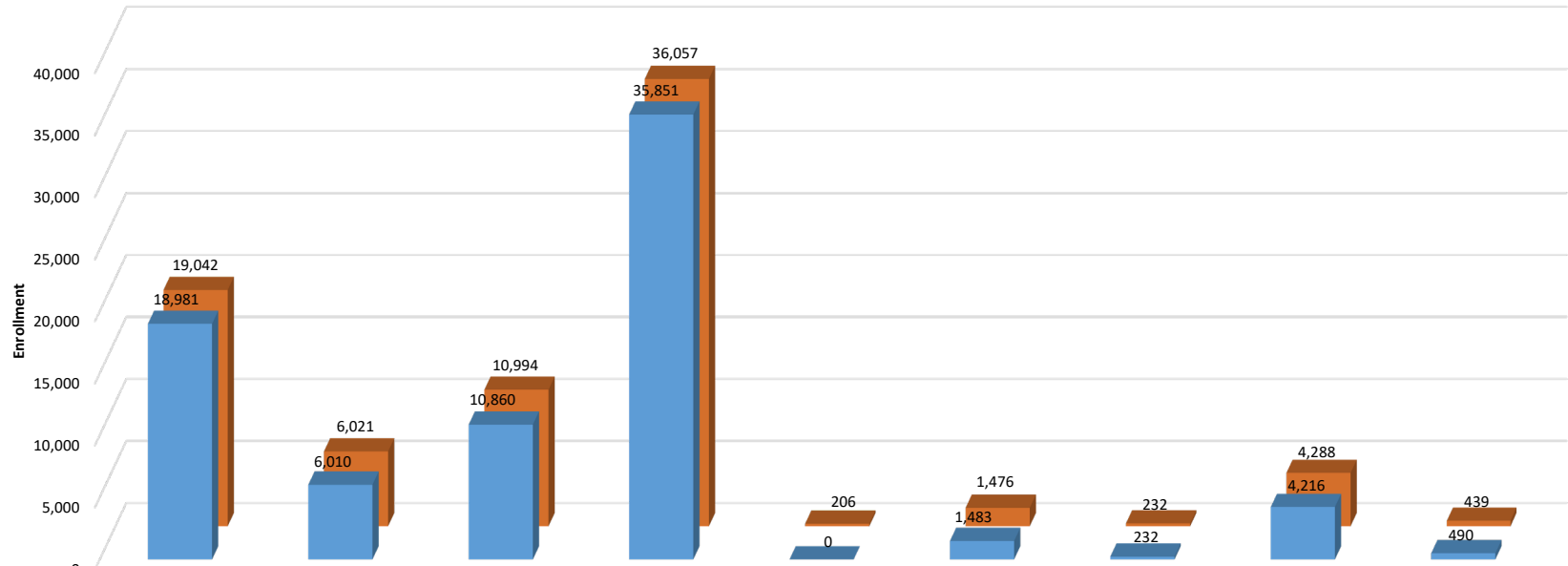
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 2, ENDING FRIDAY, OCTOBER 20, 2023
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	134	1,053	4,388	5,441	80.65%
Arthur A. Benjamin Health Prof	181	763	5,873	6,636	88.50%
C K McClatchy HS	2,435	5,211	82,824	88,035	94.08%
Capital City School	184	1,571	5,195	6,766	76.78%
Hiram W Johnson HS	1,584	5,320	51,649	56,969	90.66%
Home/Hospital	58	0	406.00	406.00	100.00%
John F Kennedy HS	1,806	4,764	60,353	65,117	92.68%
Luther Burbank HS	1,540	4,850	50,920	55,770	91.30%
Rosemont HS	1,497	4,248	49,591	53,839	92.11%
School of Engineering and Science	288	500	9,923	10,423	95.20%
Umoja International Academy	180	324	6,239	6,563	95.06%
West Campus HS	877	904	30,673	31,577	97.14%
Sacramento Accelerated Academy	230	**NA	**NA	**NA	**NA
TOTAL	10,994	29,508	358,034	387,542	92.39%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	36,057	83,423	1,199,365	1,282,788	93.50%

	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%
Month 02	232	36,057	33,316	93.49%	-0.35%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/22/2023	18,981	6,010	10,860	35,851	0	1,483	232	4,216	490
Month 2 10/20/2023	19,042	6,021	10,994	36,057	206	1,476	232	4,288	439



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.2

Meeting Date: December 14, 2023

Subject: Contract Procedures Update

- 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 an update on the Contract Procedures Audit.

Background/Rationale: The Board of Education approved the District to retain the services of Attorney at Law, Dannis Woliver Kelley to complete an audit of the District's contracting processes, controls, and systems, for compliance and best practices. The audit is complete and an update is provided.

Financial Considerations: None.

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

Documents Attached:

1. Memo from Business Services to the Board of Education
2. Memo from DWK to the Chief Business and Operations Officer
3. Contract Procedures Manual
4. Procurement Matrix
5. Flow chart of internal process

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Officer

Approved by: Lisa Allen, Interim Superintendent



BOARD OF EDUCATION

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Trustee Area 6

Liliana Miller Segura
Student Board Member

BUSINESS SERVICES

5735 47th Avenue • Sacramento, CA 95824

Janea Marking, Chief Business and Operations Officer

To: Lisa Allen, Interim Superintendent
SCUSD Board of Education

From: Janea Marking, Chief Business and Operations Officer

Date: December 8, 2023

Subject: Contract Procedures Update

The purpose of this memorandum is to provide an update regarding the Contract Procedures Audit conducted by Dannis Woliver Kelly (DWK), Attorneys at Law. DWK reviewed the district's purchasing procedures to ensure compliance and success using best practices and policy for the implementation of adequate controls. The process provided the following documents:

- Memo from DWK
- Contract Procedures Manual
- Procurement Matrix
- Templates for Board Agendas and Contractual Agreements
- Flow Chart of Internal Process

Next Steps:

The Purchasing Team appreciates the review and support. They have implemented procedures as recommended by DWK. As part of these efforts, Business Services is implementing a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor who provides services without an approved contract in place. Beginning in January, in the event that a contractor seeks payment without an approved contract, an item will appear on the Consent Agenda seeking Board approval for payment.

We found this process to be very helpful. In doing so, the district is better protected against risk exposure and our educational partners/vendors will have increased confidence in our systems. We are glad for the partnership and review by DWK.

Attachments



CONFIDENTIAL MEMORANDUM

This confidential memorandum is for the sole use of the intended recipient(s). It may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.

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CONFIDENTIAL ATTORNEY CLIENT PRIVILEGE

TO: Janea Marking
Chief Business and Operations Officer
Sacramento City Unified School District

CC: Jesse M. Castillo
Robert Aldama
Tina Alvarez-Bevens
Karen Wilker

FROM: Deidree Y.M.K. Sakai
Christine Vana

DATE: October 27, 2023

RE: Contract Procedures Audit
Our file 6585.230001

We were asked to audit the District's contracting procedures. To do so, we reviewed existing contracts, Board agenda items, Board policies and materials prepared by District staff. We also met with District staff to discuss the current procedures and best practices.

After looking at the broad range of areas and considering the alternatives, we thought that the best use of our time and efforts would be to look prospectively and set the District up for success going forward.

Accordingly, we have prepared a Contract Procedures Manual and updated a Procurement Matrix that can be used as a reference guide and/or training tool. The Manual provides the applicable statutes, including are procurement requirements therein, identifies the corresponding Board policies and integrates best practices (i.e. making sure that every contract is approved or ratified by the Board). We reviewed the Board agendas and provided agenda and resolution templates that can be used in prescribed situations. In addition, we have included form agreements to be used, including to purchase equipment, procuring services, incorporating piggyback contracts. Finally, we include a flow chart describing the District's internal process from the request for a contract to the award.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**PROCUREMENT MANUAL
FOR EQUIPMENT, MATERIALS, SUPPLIES, AND
NON-CONSTRUCTION SERVICES**

DEVELOPED SPECIFICALLY FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (2023)

DWK 4096445v3

**PROCUREMENT MANUAL FOR
EQUIPMENT, MATERIALS, SUPPLIES, AND NON-CONSTRUCTION SERVICES
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APPENDICES

- TAB A: Form of Purchase Agreement for Equipment, Materials, or Supplies
- TAB B: Form Independent Consultant Agreement for Services
- TAB C: Form of Independent Contractor Agreement for Maintenance Services
- TAB D: Form of Independent Contractor Agreement for On-Site Services (Short-Term Visitors Only)
- TAB E: Consent Agenda
- TAB F: Equipment, Materials, Supplies (Bid) - Agenda Item
- TAB G: Non-Construction Professional and Special Services (RFP) - Agenda Item

TAB H: Non-Construction Services (Bid) - Agenda Item
TAB I: JPA Membership - Agenda Item
TAB J: JPA Membership - Resolution
TAB K: Piggyback - Agenda Item
TAB L: Piggyback - Resolution
TAB M: Agreement Incorporating CMAS Contract (No Installation)
TAB N: Agreement Incorporating CMAS Contract (With Installation)
TAB O: Agreement Incorporating JPA Contract (No Installation)
TAB P: Agreement Incorporating JPA Contract (With Installation)
TAB Q: Agreement Incorporating Piggyback Contract (No Installation)
TAB R: Agreement Incorporating Piggyback Contract (With Incidental Services)
TAB S: SCUSD Contracting Process Flowchart

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PROCUREMENT MANUAL FOR EQUIPMENT, MATERIALS, SUPPLIES, AND NON-CONSTRUCTION SERVICES

I. SCOPE OF THIS MANUAL

A. What this Manual Covers

1. Equipment, Materials, Supplies

For the purpose of procurement, "equipment, materials, or supplies to be furnished, sold, or leased to the district" are distinguished from "services." (Pub. Contract Code, § 20111(a)(1).)

2. Services Except Construction Services

For the purpose of procurement, "services," including maintenance, are distinguished from "construction services." (Pub. Contract Code, § 20111(a).) Maintenance is defined as "routine, recurring, and usual work for the preservation, protection, and keeping of any publicly owned or publicly operated facility..." defined as a "plant, building, structure, ground facility, utility system, or real property." Maintenance includes "carpentry, electrical, plumbing, glazing, and other craftwork." (Pub. Contract Code, §§ 20111(a)(3), 20115.)

3. Professional or Special Services

Professional services has been defined as "one that requires specialized knowledge, training, or skill, usually of a mental or intellectual nature," not necessarily requiring a specialized license or certification. (See generally, Pub. Contract Code, § 20111(d).) School districts often need to retain independent consultants to provide professional services related to public projects, such as for architecture, landscape architecture, engineering, environmental services, land surveying, and construction management. (Gov. Code, § 4525 et seq.) School districts also retain independent consultants to provide special services defined as financial, economic, accounting, legal, administrative, or insurance services. (Gov. Code, § 53060.)

B. What this Manual Does Not Cover

1. Construction Services

"Public projects" are defined as "[c]onstruction, reconstruction, erection, alteration, renovation, improvement, demolition, [painting or repainting,] and repair work involving any publicly owned, leased, or operated facility." (Pub. Contract Code, § 22002(c)(1), (2).)

2. Contracts Related to Real Property

School districts can enter a wide range of contracts involving or related to real property.

[END OF SECTION]

II. ASSUMPTION: CONDUCT FORMAL BIDDING



A. Formal Bidding is the Rule, Not the Exception

Start from the following assumption: Everything must be formally bid. There are exceptions, and some products and non-construction services do not need to be competitively bid. But the starting point should be a bidding requirement, and then look for an exception or exclusion that allows the District to procure the product or service without bidding. This is the best practice to ensure appropriate and legal procurement of any product and non-construction service.

B. Bid Thresholds

1. Threshold for Equipment, Materials, Supplies, and Non-Construction Services

Competitive bidding is required when the District is contracting for equipment, materials, supplies, or non-constructions in excess of the bid limit. (Pub. Contract Code, § 20111(a)(1).) In 2023, the bid limit is \$109,300 for equipment, materials, supplies, or non-construction services. This bid limit is revised in January of each year.

2. No Bid Splitting

“It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.” (Pub. Contract Code, § 20116.)

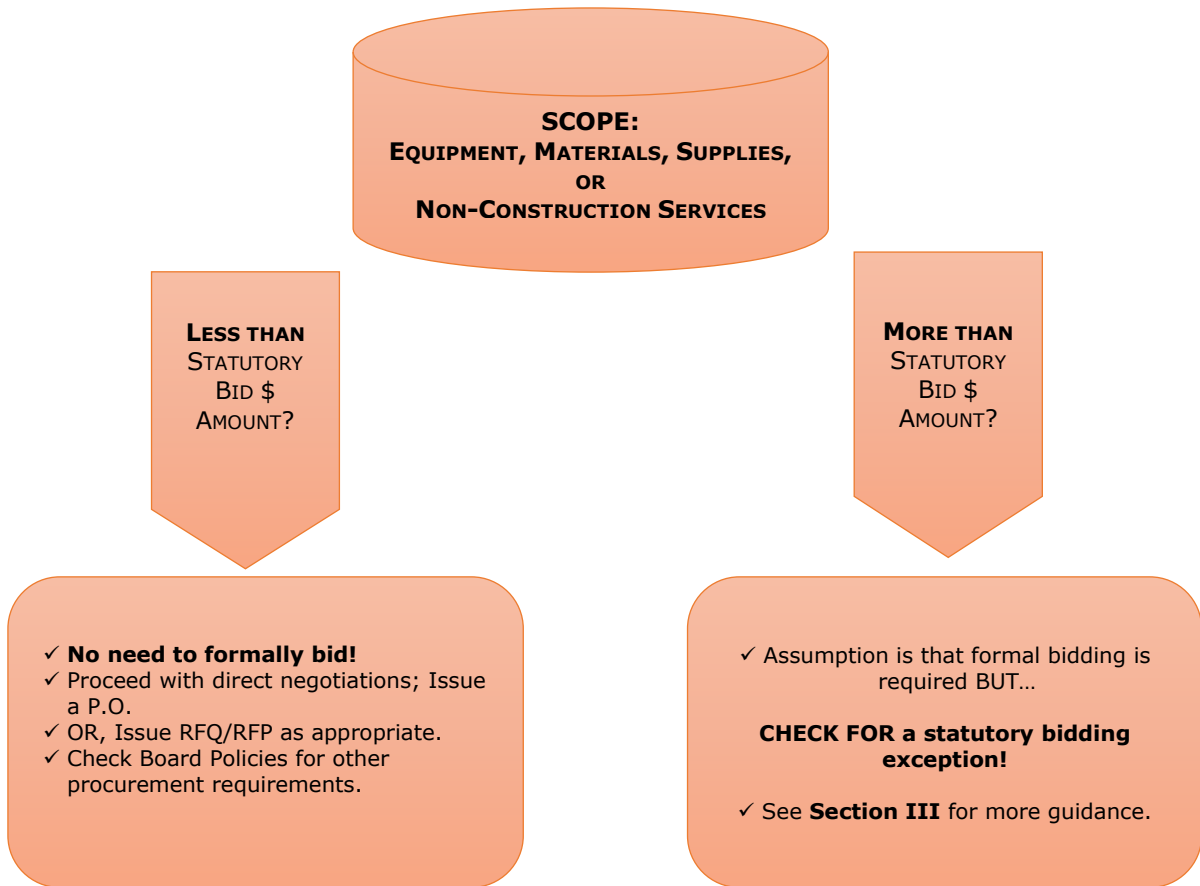


C. Check the Statutes for Any Bidding Exceptions

Before proceeding with the detailed formal bidding process (Section II.D, below), perform a check to see if any bidding exception may apply to your project, allowing you to bypass the formal bidding process for those purchases over the statutory bid dollar threshold. The bidding exception **MUST BE** provided in statute, otherwise, your purchase must proceed with formal bidding.

See next sheet for checklist...

QUICK GUIDE PROCUREMENT CHECKLIST



D. Formal Bidding Process

Formal public bidding requires compliance with statutory and common law requirements. The District must advertise for bids, provide bid documents to potential bidders, and award the contract to the lowest responsive, responsible bidder.

1. Advertise for Formal Bids

a. Statutory Requirements

- i. Published at least once a week for (2) two weeks. (Pub. Contract Code, § 20112.)
- ii. Description of work to be done or materials or supplies to be furnished. (Pub. Contract Code, § 20112.)
- iii. Time and place of bid opening. (Pub. Contract Code, § 20112.)

- iv. For maintenance contracts (Lab. Code, § 1771):
 - (a) Required contractor's license to perform the work. (Pub. Contract Code, § 3300(a).)
 - (b) Prevailing wage requirements for public work projects of more than \$1,000. (Labor Code, § 1773.2.)
 - (c) Labor Compliance Program, if any (Labor Code, § 1771.5), or state labor compliance, if applicable (Labor Code, § 1771.4).
 - (d) DIR public works contractor registration required for all tiers of contractors for public works projects. (Lab. Code, § 1771.1.)
 - (e) For projects over \$15,000, contractors must submit electronic certified payroll reports directly to DIR. (Lab. Code, § 1776.)
- v. Watch for sole sourcing and "or equal" specification requirements. (Pub. Contract Code, § 3400(b).)

2. Provide Full Set of the Bid Documents

The District must provide all potential bidders with a full set of bid documents, including the contract documents describing the services and/or items the District is seeking. These should include:

a. Instructions to Bidders

Describes rules which apply to bids and bid opening, such as: bid security; bid evaluation; bid withdrawal; addenda; alternates; bonds; rejection of non-conforming bids; evidence of financial responsibility; price and quantity breakdown on unit price bids; applicable laws; contractor licensing requirements; bid protest deadline and procedure; and District's right to reject all bids.

b. Documents Due with Bid Proposal Form

The District must provide all potential bidders the documents that the bidder must turn in with its bid. The District then evaluates these documents for responsiveness and responsibility and determines which bidder submitted the lowest bid. Examples of required documents:

- i. **Bid Proposal Form**
- ii. **Bid Security** (Pub. Contract Code, §§ 20111(a)(2), 20111(b)(4))
- iii. **Non-Collusion Declaration** (Pub. Contract Code, § 7106.)
- iv. **Iran Contracting Act Certification**, for contracts or renewals of goods and services for \$1,000,000 or more. (Pub. Contract Code, § 2204.)

A bidder cannot be allowed to change its bid once the bids have been opened – not to fill in blanks, not to "fix" errors, and not to submit a missing document.

c. Bid Proposal Form

- i. Bid price and price for alternates.
- ii. Signature of authorized representative of bidder.
- iii. List of subcontractors performing work in excess of one-half of one percent (0.5%) of work of contract if maintenance contract over \$15,000.
- iv. Acknowledgement of any addenda.

d. Bid Bond on the District's Form or other Security

- i. Bid bond equal to ten percent (10%) of the contract price is required by Public Contract Code section 20111(b)(4) for public works projects. Must have notarial acknowledgement, power of attorney, and certificate of authority of signer.
- ii. Other acceptable forms of security are cash, a cashier's check payable to the District, or a certified check payable to the District.
- iii. District must verify surety is an admitted surety. Section 995.311 of the Code of Civil Procedure requires that "any bond required on a public works contract . . . shall be executed by an admitted surety insurer," and that the District can verify this by either "[p]rinting out information from the website of the Department of Insurance" or "[o]btaining a certificate from the county clerk."
- iv. A bid security may be required at the Board's discretion for non-construction contracts per Public Contract Code section 20111(a)(2).

e. Documents Generally Due after Award

The District must provide the potential bidders some of the documents that the successful bidder must turn in after award of the contract by the Board. The District should not let any successful bidder perform any work or supply any items until it has submitted all applicable documents.

i. Executed Contract Agreement.

Binds the bidder to perform for the price, sets the time of performance, identifies the liquidated damages, incorporates the contract documents, reaffirms Labor Code requirements, and stipulates to the substitution of securities, among others.

ii. Insurance Certificates and Endorsements.

It is important that the District receive the required endorsements as well as the certificates. These ensure that the amounts, limits, identity of additional insureds, and notification requirements are part of the insurance policy. The District's risk manager can provide information related to required limits and scopes of coverage for each project.

iii. Worker's Compensation Certification, as required.

- iv. **Fingerprinting/Criminal Background Investigation Certification**, as may be required for the project.
- v. **Prevailing Wage Certification**, as required.

E. Evaluating Bids

1. The Lowest Responsive, Responsible Bidder

The District must award the contract to the bidder that submits the lowest responsive monetary bid and who is responsible or may reject all bids instead.

- a. The notice to bidders must specify the method of determining the lowest bidder. Options are as follows (Pub. Contract Code, §§ 20103.8(a)-(d)):
 - i. Lowest base bid price only. (Default if no method is specified.)
 - ii. Lowest price using the base bid and specified alternates.
 - iii. Lowest price using the base bid and alternates needed in a specified order to reach a publicly disclosed dollar amount.
 - iv. Lowest price determined in a way that would prevent the District from knowing the identity of bidders, including proposed subcontractors and supplies, until bidders have been ranked.

2. Determining a "Responsible Bidder"

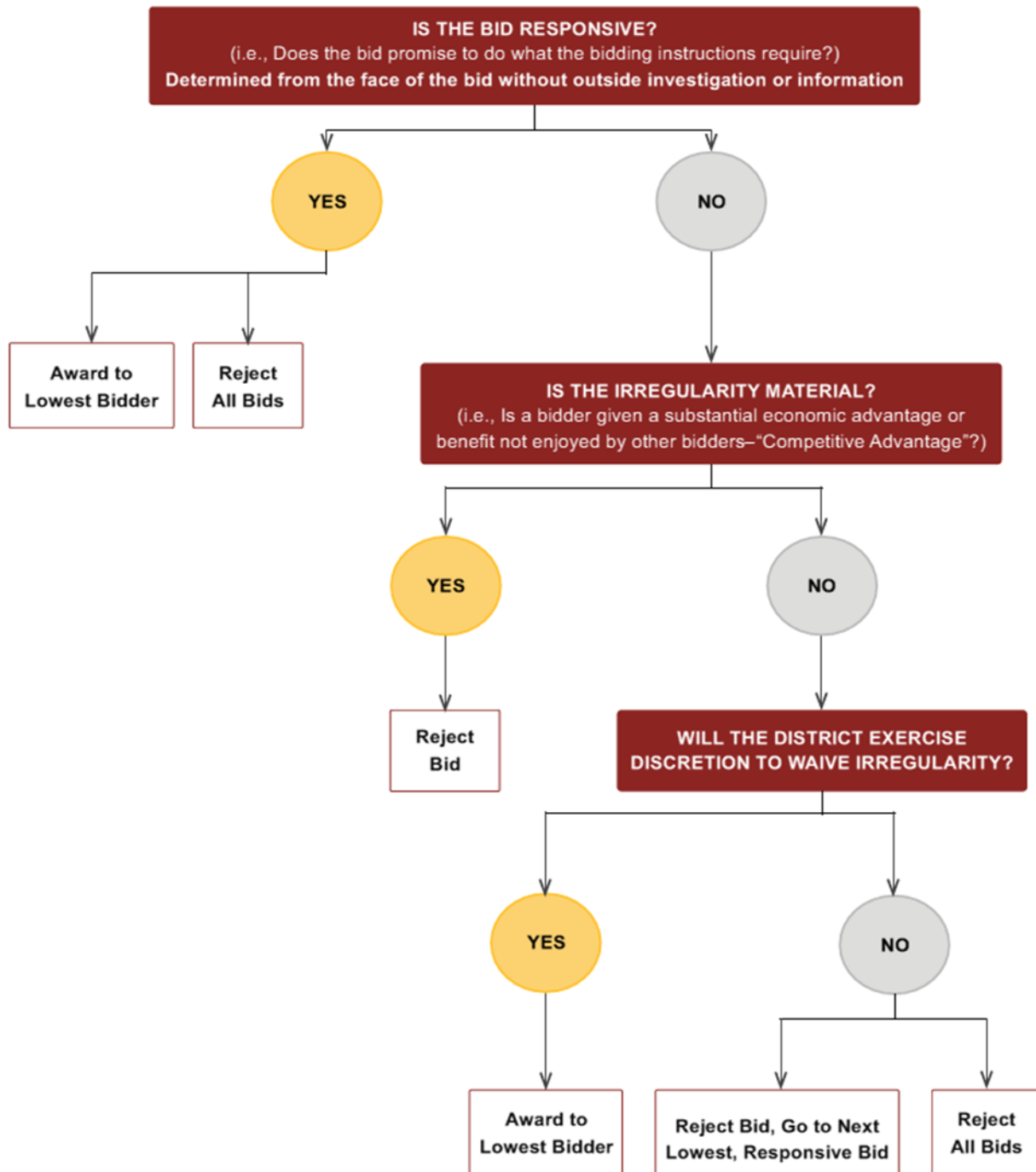
- a. Determining if a bidder is "responsible" involves judgments as to whether the bidder has "demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform" the work of the contract. (Pub. Contract Code, § 1103.) It "is a complex matter dependent, often, on information received outside the bidding process requiring, in many cases, the application of subtle judgment." (*Taylor Bus Service, Inc. v. San Diego Board of Education* (1987) 195 Cal.App.3d 1331, 1341-42.)
- b. Before finding a bidder non-responsible, the District must provide the rejected bidder due process. Before rejecting a bid based on whether the bidder is responsible, the public body must (1) notify that bidder of any evidence reflecting upon the bidder's responsibility received from others or adduced as a result of independent investigation, (2) afford the bidder an opportunity to rebut such adverse evidence, and (3) permit the bidder to present evidence of qualification. (See *City of Inglewood-L.A. County Civic Center Authority v. Super. Ct.* (1972) 7 Cal.3d 861, 871.)
- c. A bid investigation that goes outside the four corners of the bid is frequently an issue of non-responsibility rather than non-responsiveness. A determination of non-responsibility would entitle the contractor to due process. Factors to consider when determining whether a bidder is non-responsible or its bid is non-responsive are:
 - i. The complexity of the problem and the ensuing need for subtle administrative judgment.

- ii. The need for information received outside the bidding process.
- iii. Whether the problem is the sort that is susceptible to categorical hard and fast lines, or whether it is better handled on a “case-by-case” basis.
- iv. The potential for adverse impact on the professional or business reputation of the bidder.
- v. The potential that “innocent bidders” are subject to arbitrary or erroneous disqualification from public works contracting. (See *Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1456-57, citing *D. H. Williams Construction, Inc., v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 766.)

3. Responsiveness of a Bid

- a. This can be determined from the face of the bid. Examples include failure to provide licensing information, dollar amounts, or other information plainly called for by the bid documents.
- b. The District need not provide a contractor due process prior to making a finding that the bid is non-responsive.
- c. These matters can sometimes be waived if the omission or “irregularity” is not significant. For example, a bidder who neglects to sign the bid may still be awarded the contract if the signature appears in other places on the bid. The determination as to whether an error in a bid can be waived is governed by two sometimes inconsistent tests:
 - i. A defect in a bid cannot be waived if the defect would have given the bidder the right to withdraw its bid without forfeiting its bid bond due to its mistake. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1443.)
 - ii. A defect in a bid cannot be waived if the defect affects the amount of the bid by giving the bidder an advantage not enjoyed by other bidders. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 905-907.)
 - iii. Waiver of a minor defect in a bid is up to the District’s discretion. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 374.) The District should be consistent in the exercise of this discretion.
- d. A public agency may not declare a bid nonresponsive merely because the bidder listed an unlicensed subcontractor. A subcontractor is not required to be licensed at the time it submits its sub-bid, but it must be licensed when it signs its subcontract with the prime contractor. If the subcontractor is not properly licensed by the time it must perform its work, the contractor has the right to substitute the subcontractor. (Pub. Contract Code, § 4107(a).) Therefore, the contractor’s bid may not be found nonresponsive based on a subcontractor’s lack of a license. (*D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757.)

Bid Responsiveness Flow Chart



4. Bid Protests

When a bidder believes that the District has made an incorrect determination as to the "lowest responsive, responsible bidder," it may file a bid protest.

a. Bid protests should be investigated before award of the contract.

- i. The Instructions to Bidders should limit the time for filing protests or who can file a protest (i.e. someone who can be awarded the contract – "standing").
- ii. The protest should be sent to the low bidder for a response, and that response should be provided to the protesting bidder for a counter-response.

b. Superintendent or designee shall review the documents submitted and render a decision in writing. Protesting bidder may appeal Superintendent's or designee's decision to the Board when the contract is awarded.

c. If the bid protest is rejected, then the protesting bidder may file a writ of mandamus with the court to challenge award.

- i. Even if they prevail at court, a protesting bidder's damages are limited to:
 - (a) Bid preparation expenses.
 - (b) Bid protest expenses.
 - (c) Unabsorbed overhead.
 - (d) Prejudgment interest.
 - (e) A protesting bidder cannot recover alleged lost profits. (*Kajima/Ray Wilson v. L.A. County Metropolitan Transportation Authority* (2000) 23 Cal.4th 305, 315-321.)
- ii. If the contract is later determined to be invalid due to a defect or defects in the competitive bidding process caused solely by the District, pursuant to Public Contract Code section 5110, the contractor who entered into the contract with the District shall be entitled to be paid the reasonable cost, specifically excluding profit, of the labor, equipment, materials, and services furnished by the contractor prior to the date of the determination that the contract is invalid if all of the following conditions are met:
 - (a) Contractor proceeded with construction based upon a good faith belief that contract was valid.
 - (b) District has reasonably determined that the work performed is satisfactory.
 - (c) Contractor fraud did not occur in the obtaining or performance of the contract.

F. Bid Withdrawals

A bidder may withdraw its bid due to mistake if it notifies the District in writing within five (5) business days of the bid opening of its mistake and provides detail as to how the mistake occurred. (Pub. Contract Code, § 5103(b).)

1. The District may relieve the bidder of its bid if the District finds and documents the following:

- a.** A mistake was made in filling out the bid and not due to error in judgment or carelessness inspecting the site or reading the plans or specifications. This is sometimes characterized as a "clerical error." (Pub. Contract Code, § 5103(d).)
- b.** The mistake made the bid materially different from what the bidder intended. (Pub. Contract Code, § 5103(c).)

2. The bidder claiming a mistake or who forfeits their bid security is prohibited from bidding again on the same project. (Pub. Contract Code, § 5105.)

3. If bidder does not agree to execute the contract after award within the time provided by the bid documents, the bidder may forfeit its bid security (i.e. bid bond).

- a.** A district cannot recover on a bid bond after it knowingly misleads the contractor. In *Emma Corporation v. Inglewood Unified School Dist.* (2004) 114 Cal.App.4th 1018, a district knowingly misrepresented to a contractor that the information and notification in the contractor's withdrawal was sufficient. The district awarded the project to the contractor, and when the contractor refused to perform, the district sued to recover on the bid bond. The court held that the district deliberately misled the contractor so the district could not recover on the contractor's bid bond.
- b.** In addition to collecting the bid security, the District may award the contract to the next lowest bidder without re-bidding.

See next sheet for **Reference Guide for Procurement Categories** to quickly identify the type of contract you seek, and the specific formal bidding requirements for that category in accordance with statutory parameters.

[CONTINUES ON NEXT PAGE...]

TYPE OF CONTRACT	STATUTE	NOTES	FORM
FORMAL PUBLIC BIDDING			
<ul style="list-style-type: none"> • Non-Construction Services <u>Over the Bid Limit, Including Maintenance</u> 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(a) 	<ul style="list-style-type: none"> • "The governing board of any school district . . . , shall let any contracts involving an expenditure of more than [the bid limit*] for . . . [s]ervices, except construction services," and repairs, including maintenance defined as "routine, recurring, and usual work for the preservation, protection, and keeping of any publicly owned or publicly operated facility," defined as a "plant, building, structure, ground facility, utility system, or real property." (Pub. Contract Code, § 20111(a).) • Maintenance includes "carpentry, electrical, plumbing, glazing, and other craftwork." (Pub. Contract Code, § 20115). • "The contract shall be let to the lowest responsible bidder who shall give security as the board requires" or reject all bids. (Pub. Contract Code, § 20111(a).) 	Front End Bid Documents
<ul style="list-style-type: none"> • Equipment, Materials and Supplies <u>Over the Bid Limit</u> 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(a) 	<ul style="list-style-type: none"> • "The governing board of any school district . . . , shall let any contracts involving an expenditure of more than [the bid limit*] for . . . [t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district." (Pub. Contract Code, § 20111(a).) • "The contract shall be let to the lowest responsible bidder who shall give security as the board requires" or reject all bids. (Pub. Contract Code, § 20111(a).) 	Front End Bid Documents
1 of 3 LOWEST BIDDERS AFTER FORMAL PUBLIC BIDDING			
<ul style="list-style-type: none"> • Electronic Data-Processing Systems and Supporting Software 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20118.1 	<ul style="list-style-type: none"> • "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate." (Pub. Contract Code, § 20118.1.) [NOTE: <i>The District may also use an RFP/competitive negotiation to procure "technology" contracts using Pub. Contract Code, § 20118.2. See below.</i>] 	Front End Bid Documents
MOST QUALIFIED RESPONSIVE BIDS			
<ul style="list-style-type: none"> • Job Order Contracts for Maintenance 	<ul style="list-style-type: none"> • Pub. Contract Code, §§ 20919.20 - 20919.33 	<ul style="list-style-type: none"> • "'Job order contract' means a contract, awarded to a most qualified bidder as described in paragraph (1) of subdivision (b) of Section 20919.24, between the school district and a licensed, bonded, and general liability insured contractor in which the contractor agrees to a fixed period, fixed-unit price, and indefinite quantity contract that provides for the use of job orders for public works or maintenance projects." (Pub. Contract Code, § 20919.21.) 	Consult with Legal Counsel

FORMAL BIDDING REQUIRED

[END OF PROCUREMENT REFERENCE GUIDE FOR FORMAL BIDDING]

III. KEY EXCEPTIONS TO FORMAL BIDDING

A. Evaluating Your Procurement Options to Bypass Formal Bidding

- 1.** If you are over the statutory bid dollar threshold but desire a more streamlined procurement process or require selection of the vendor using more flexible criteria than just the lowest price, see next sheet for the **Reference Guide for Procurement Categories** for a Table Summary of various contract types and their corresponding legal authority and recommended form of agreement
- 2.** Search for the contract type/category you desire and proceed with the procurement process set forth in that statute.
- 3.** If the statute details the procurement procedure, timeline, and evaluation criteria, then you **MUST FOLLOW** those requirements to be legally compliant with the bidding exception procurement process.

[CONTINUES ON NEXT PAGE...]

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
	DIRECTLY NEGOTIATE A CONTRACT			
NO BIDDING REQUIRED	<ul style="list-style-type: none"> • Special Services: Financial, Economic, Accounting, Legal or Administrative Services 	<ul style="list-style-type: none"> • Gov. Code, § 53060 	<ul style="list-style-type: none"> • School districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required." (Gov. Code, § 53060.) 	Independent Consultant Agreement for Services
	<ul style="list-style-type: none"> • Insurance Services 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(d) 	<ul style="list-style-type: none"> • The District may contract without bidding for professional services or advice, insurance services, or any other purchase or service otherwise exempt. (Pub. Contract Code, § 20111(d).) 	Independent Consultant Agreement for Services
	<ul style="list-style-type: none"> • Waste Services 	<ul style="list-style-type: none"> • Pub. Resources Code, § 40059(a)(2) 	<ul style="list-style-type: none"> • School districts may procure its own solid waste handling services and the district can decide, "[w]hether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding." (Pub. Resources Code, § 40059(a)(2).) 	Independent Consultant Agreement for Services
	<ul style="list-style-type: none"> • Non-Construction Services up to the Bid Limit 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(a) 	<ul style="list-style-type: none"> • School districts must only publicly bid contracts that exceed a specific dollar amount. Contracts under those bid limits need not be bid, but the District must follow Board policies and administrative regulations. 	Independent Consultant Agreement for Services
	<ul style="list-style-type: none"> • Equipment, Materials, or Supplies up to the Bid Limit 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(a) 	<ul style="list-style-type: none"> • School districts must only publicly bid contracts that exceed a specific dollar amount. Contracts under those bid limits need not be bid, but the District must follow Board policies and administrative regulations. 	Purchase Agreement for Equipment, Materials, and Supplies
	<ul style="list-style-type: none"> • Educational Materials 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20118.3 	<ul style="list-style-type: none"> • School districts may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals without taking estimates or advertising for bids. (Pub. Contract Code, § 20118.3.) 	Purchase Agreement for Equipment, Materials, and Supplies
	<ul style="list-style-type: none"> • Energy Conservation, Cogeneration and Alternate Energy Supply Sources 	<ul style="list-style-type: none"> • Gov. Code, § 4217.10 et seq. 	<ul style="list-style-type: none"> • "Prior to awarding or entering into an [energy service contract], the public agency <u>may</u> request proposals from qualified persons. After evaluating the proposals, the public agency <u>may</u> award the contract on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations." (Gov. Code, § 4217.16, emphases added.) • The District need not formally or informally bid an energy service contract, although it may. The District's Board must make specific findings prior to approving an energy efficiency contract. 	Consult with Legal Counsel

[CONTINUES ON NEXT PAGE...]

TYPE OF CONTRACT	STATUTE	NOTES	FORM	
BIDDING BY ANOTHER PUBLIC ENTITY				
NO BIDDING REQUIRED	<ul style="list-style-type: none"> • Piggyback Contracts for Equipment, Materials, Supplies, Vehicles, Personal Property (Cannot Piggyback for Services) 	<ul style="list-style-type: none"> • Pub. Contract Code, § 20118 	<ul style="list-style-type: none"> • “[T]he governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, <u>to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property</u> for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. . . .” (Pub. Contract Code, § 20118, emphases added.) • The District cannot piggyback for <u>services</u>. • <i>Caution: legal issues with modular construction on permanent foundation affecting funding—check with legal counsel.</i> 	Consult with Legal Counsel
	<ul style="list-style-type: none"> • Goods, Information Technology, and Services Pursuant to a California Multiple Award Schedule (CMAS) Contract 	<ul style="list-style-type: none"> • Pub. Contract Code, §§ 10298 & 10299 	<ul style="list-style-type: none"> • “The [DGS] may make the services of the department available, upon the terms and conditions agreed to, to any . . . district empowered to expend public funds for the acquisition of goods, information technology, or services for assisting the agency in acquisitions conducted pursuant to [this section].” (Pub. Contract Code, § 10298(b).) • Section 10299 has similar provisions specifically for school districts’ “acquisition of information technology, goods, and services.” • <i>Caution: as of January 1, 2023, school districts’ use of CMAS for carpet, resilient flooring, synthetic turf, lighting fixtures limited to under the formal bid threshold and not new construction and requires use of skilled and trained workforce. (Pub. Contract Code, § 10298.5.)</i> 	Consult with Legal Counsel
	<ul style="list-style-type: none"> • Joint Exercise of Powers Act 	<ul style="list-style-type: none"> • Gov. Code, § 500 et seq. 	<ul style="list-style-type: none"> • Public agencies, including cities, counties, school districts, the federal government, and public agencies outside of the State, may enter into joint powers agreements to exercise powers common to them, including the power to procure equipment, materials, and supplies (Gov. Code, § 6500 et seq.) 	Consult with Legal Counsel

[CONTINUES ON NEXT PAGE...]

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
	NO BIDDING REQUIRED	"RFP" and/or "RFQ" PROCESS		
<ul style="list-style-type: none"> • Computers, Software, Telecommunications Equipment, Microwave Equipment, and Other Related Electronic Equipment and Apparatus 		<ul style="list-style-type: none"> • Pub. Contract Code, § 20118.2 	<ul style="list-style-type: none"> • After making a finding that it is in the best interest of the District, it may procure these items through an RFP process and should consider, in addition to price, the following in the award of those contracts: vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, competing products and materials available, fitness of purchase, manufacturer's warranties, and other similar factors. (Pub. Contract Code, § 20118.2.) 	RFP and Agreement
<ul style="list-style-type: none"> • Perishables/Food and Food Services Contracts 		<ul style="list-style-type: none"> • Pub. Contract Code, § 20111(c) 	<ul style="list-style-type: none"> • "Procurement bid solicitations and awards made by a school district approved to operate at least one federal nonprofit child nutrition program for purchases in support of those programs shall be consistent with the federal procurement standards in Sections 200.318 to 200.326, inclusive, of Part 200 of Title 2 of the Code of Federal Regulations. These awards shall be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor." (Pub. Contract Code, § 20111(c).) 	RFP and Agreement
<ul style="list-style-type: none"> • Food Service Management Company Contracts 		<ul style="list-style-type: none"> • 7 CFR, sections 210.19[a][5] and 220.16[c][1] 	<ul style="list-style-type: none"> • The California Department of Education ("CDE") has determined that to comply with federal regulations (7 C.F.R. §§ 210.16, 210.21, and 3016, et seq.), school districts may use the RFP process to award the contract to the lowest bidder who best meets the District's needs and stated objective. • The District must submit all bid documents to the CDE PRU for approval prior to issuance (7 CFR, sections 210.19[a][5] and 220.16[c][1]). 	RFP and Agreement

[END OF PROCUREMENT REFERENCE GUIDE FOR FORMAL BIDDING EXCEPTIONS]

B. Statutory Exceptions for Equipment, Materials, and Supplies

1. Equipment, Materials, or Supplies Below the Bid Limit.

The District must still comply with Board policies regarding procurement under the current bid limit. Board Policy 3310 requires the Superintendent or designee to maintain effective purchasing procedures in order to ensure that maximum value is received for money spent by the District. Equipment, materials, or supplies shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices.

Accordingly, the District has required that all purchases below the bid threshold must be supported by the procedures contained in the table below, depending on the purchase amount.

Purchase Amount	Procedure
\$0 - \$7,499	Provide price source (e.g., phone, fax, email, vendor quote)
\$7,500 - \$19,999	Provide two (2) price quotes (e.g., phone, fax, email, vendor quote) and attach to requisition.
\$20,000 - \$109,300	Provide three (3) written quotes and attach to requisition.

2. Educational Materials

"Any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals . . . without taking estimates or advertising for bids." (Pub. Contract Code, § 20118.3.)

3. Technology Equipment

a. Electronic Data Processing Systems and Supporting Software



Formal bidding is required for these contracts, but the District may contract with one of the three lowest responsive bids from responsible bidders and then may enter into a contract "in any manner the board deems appropriate," if the Notice to Bidders informs bidders that the District is using this process. (Pub. Contract Code, § 20118.1.)

b. Computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus

Section 20118.2 of the Public Contract Code authorizes school districts to procure technology-related contracts over the bid threshold using a competitive negotiation process instead of formal bidding. After making the initial finding that the District's desired contract qualifies within the parameters of the statute, the District may procure these items through a competitive negotiation process (typically an RFP) and should consider, in

addition to price, the following in the award of those contracts: vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, competing products and materials available, fitness of purchase, manufacturer's warranties, and other similar factors. (Pub. Contract Code, § 20118.2.) The statute requires specific findings if the District only receives one response to its RFP or if the District decides to award the contract to a vendor whose proposal was not the lowest price. Always confirm the requirements of this statute at each step because this statute is detailed in how these types of technology contracts must be procured and awarded.

Note that this bidding exception does not apply to contracts for construction services or for the procurement of any product that is available in substantial quantities to the general public.

This procurement method is permitted for procurement of both equipment and non-construction services over the bid limit. Specifically, technology-related equipment, software, material, and supplies, and for technology-related consulting, maintenance, and non-construction installation services. If the installation requires a contractor's license or otherwise clearly includes a public works component, then this statutory bidding exception SHALL NOT be used for that portion. The District will need to segregate the scope of work which may proceed under Section 20118.2, and the scope of work which must proceed under the appropriate public works procurement methodology (i.e., informal bidding or bidding).

4. "Piggybacking" for Personal Property

"[T]he governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. . . ." (Pub. Contract Code, § 20118, emphases added.) This procurement approach is typically referred to as "piggybacking," since the District is able to make use the bid of another agency.

The District may not piggyback for services.



NOTE: *The Office of Public School Construction issued a notice that any contracts for modular construction on a permanent foundation signed after January 25, 2006, must be competitively bid. School Facility Program funding for projects with piggyback contracts signed after January 25, 2006, will be jeopardized. Modular construction refers to a facility comprised of multiple pre-manufactured building components, such as separate wall and floor systems, that are transported to a site where all components are installed on a permanent foundation. This does not apply to portable or relocatable classrooms, which typically are factory-built as two complete building modules that are connected on-site and placed on a temporary foundation. Check with legal counsel to ensure compliance or purchase using funds other than from the School Facility Program.*

If the District is utilizing a piggyback contract, the District should ensure the following:

- i. that the item being acquired is the same item indicated in the original bid;
- ii. that the same terms and conditions apply as set forth in the original bid;
- iii. that the original bid is still valid; and
- iv. that the original bid includes a provision allowing piggybacking.

The District should obtain a complete set of the original bid documents and a copy of the resolution approving the original contract, as well as any term extensions, if applicable.

If the piggyback bid is for relocatable buildings, the original bid documents probably require the vendor to post performance and payment bonds and to obtain insurance. The District should obtain bonds listing the district as beneficiary and an insurance policy endorsement naming the District as an additional insured.

The District and vendor should either execute a copy of the agreement included in the original bid documents or include language on a purchase order that incorporates the original bid documents.

If the item will be lease financed, all these documents must be forwarded to legal counsel so that legal counsel can review them prior to giving an opinion of counsel. See section, below, regarding lease financing.

5. Multiple Award Contracts / State-Based Contracts

a. California Multiple Award Schedule (“CMAS”) for goods, information technology, and services.

The Department of General Services (“DGS”) has made certain “multiple award” contracts available to other public agencies, including school districts, for the acquisition of goods, information technology, or services. DGS competitively bid these contracts and has made them available to school districts through Public Contract Code sections 10298, 10299, and 12109. CMAS contracts must adhere to the most up-to-date specific form of CMAS contract with the vendor of the product or service. The District should obtain a copy of the complete CMAS contract, enter into its own contract with the vendor, and independently verify that the price is competitive. The District may negotiate a lower price than the CMAS price. Further information is available on the CMAS website. (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Find-a-CMAS-Contractor>)

NOTE: As of January 1, 2023, school districts’ use of CMAS for carpet, resilient flooring, synthetic turf, lighting fixtures limited to under the formal bid threshold and not new construction and requires use of skilled and trained workforce. (Pub. Contract Code, § 10298.5.)



b. CALNET

CALNET is a State program for the procurement of telecommunication and network services and equipment available to school districts through Government Code sections 11534 through 11543. They are presented by the Office of Technology Services Statewide Telecommunications and Network Division (STND) of the State Department of Technology. CALNET expired on December 3, 2008, and the State transitioned to CALNET 2 with contracts with AT&T and Verizon Business. CALNET 2 transitioned to CALNET 3 with contracts with AT&T, CenturyLink, Integra, Jive, NWN, and Verizon. CALNET 3 transitioned to CALNET NextGen-Transition Services with contracts with AireSpring, Aspen, AT&T, Carter, Comcast, Crown Castle, ENA, Granite, InterVision, Lumen (CenturyLink/Level 3), NTT, NWN, Red River, Verizon, Astound (Wave), and Zayo. (<https://cdt.ca.gov/services/calnet-services/>)

6. Joint Powers Authority (“JPA”) Contracts

JPA contracts are authorized under California’s Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.). Two or more public agencies by agreement may jointly exercise any common power. (Gov. Code, § 6502.) This allows public agencies to share resources and combine services, which can create efficiencies and cost savings. The key limitation is that “the powers that may be exercised by a joint powers agency can be no greater than the powers shared by each of the agency’s constituent members.” (*Robings v. Santa Monica Mountains Conservancy* (2010) 188 Cal.App.4th 952, 962.)

Notably, “public agency” in this context is broadly defined to include, without limitation, federal and any state agencies and departments, counties, cities, public corporations, districts, and so on. (Gov. Code, § 6500.) This means the District is not limited geographically or by type of government entity in searching for JPA contracts for cooperative purchasing opportunities.

a. Essential conditions for using JPA contracts for purchasing include:

- i. The District must join the JPA before it can utilize the JPA contract. NOTE: This requires Board action to approve joining the JPA.
- ii. The JPA contract procured by the other public agency must satisfy all legal requirements applicable to that public agency. NOTE: This may need an out-of-state legal opinion.
- iii. The District’s purchase of goods and services must be in accordance with and allowed under the JPA contract. NOTE: This involves close review of the JPA contract terms and pricing.

b. Commonly known JPAs include:

- i. OMNIA Partners (U.S. Communities and National IPA)
- ii. NASPO ValuePoint Cooperative Purchasing Organization (formerly, Western States Contracting Alliance-NASPO)
- iii. Sourcewell (formerly, National Joint Powers Alliance (NJPA))

7. "Sole Source" Contract

The purchase of an item or service that is exempt from competitive bidding because it is available from only one source. Generally, public entities in California may only use a "sole source" approach for items or services on public projects in limited circumstances.

- a. In non-public works contracts, Districts may "sole source," with some risk:
 - i. There is a risk in listing only one product even in a non-public works contract. Although there is no specific statute that requires the District to allow bidders to offer an "equal" item, a potential bidder could argue that doing so violates the spirit of public bidding by not allowing all manufacturers to have their equal products be part of a publicly bid contract.
 - ii. At a minimum, any sole source bid should be based on Board-approved District standards.

Procurement of equipment, materials, or supplies below the bid threshold may be made by purchase order including standard terms. Otherwise, a proposed form of agreement is provided at **TAB A: Form of Purchase Agreement for Equipment, Materials, or Supplies**. This form can be tailored to meet the specific needs of the District for that vendor or project.

C. For Non-Construction Services

1. Services Below the Bid Limit.

In **2023**, the bid limit is \$109,300 for non-construction services. (Pub. Contract Code, § 20111(a).) This threshold will be adjusted and released by the School Fiscal Services Division of the California Department of Education.

Board Policy 3310 requires the Superintendent or designee to maintain effective purchasing procedures in order to ensure that maximum value is received for money spent by the District. Services shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices.

Accordingly, the District requires that procurement of services below the bid threshold must be supported by the procedures contained in the table below, depending on the purchase amount.

Purchase Amount	Procedure
\$0 - \$7,499	Provide price source (e.g., phone, fax, email, vendor quote)
\$7,500 - \$19,999	Provide two (2) price quotes (e.g., phone, fax, email, vendor quote) and attach to requisition.
\$20,000 - \$109,300	Provide three (3) written quotes and attach to requisition.

Procurement of services below \$25,000.00 may be procured by purchase order. Services above \$25,000 must be procured by written contract. See **TAB B: Form Independent Consultant Agreement for Services**, for a proposed form of agreement which can be tailored for certain services. However, see **TAB C: Form of Independent Contractor Agreement for Maintenance Services**, for those repair and maintenance service-type contracts which meet the statutory parameters as provided in the document. Confirm the appropriate legal authority and form of contract with the Director of Procurement or counsel.

We have also prepared **TAB D: Form of Independent Contractor Agreement for On-Site Services (Short-Term Visitors Only)**. This agreement may be used for vendors providing one-day, on-site services, such as a "Mad Science" assembly for students. This agreement assumes that such vendors will always be supervised by District staff when they are with students. For larger scopes of services from vendors, we recommend using one of the other sample agreements with more protections for the District.

2. Special Services

School districts may contract without bidding for "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required." (Gov. Code, § 53060, emphasis added.) Also, Public Contract Code section 20111(d) exempts from the public bidding requirement "professional services or advice, insurance services, or any other purchase or service otherwise exempt from this section." (Emphasis added.)

- a. The test for whether services are special services depends on three factors:
 - i. "*The nature of the services*" – are the services within or similar to the categories listed in Gov. Code § 53060?
 - o Yes – move to factor 2.
 - o No – may not qualify as a special service.
 - ii. "*The necessary qualifications required of a person furnishing the services*" – do the services require professional, experienced, and/or specially trained personnel?
 - o Yes – move to factor 3.
 - o No – may not qualify as a special service.
 - iii. "*The availability of the service from public sources*" – is the service unavailable to the District from its own employees, the State, County, or other public source?
 - o Yes – may qualify as a special service.
 - o No – may not qualify as a special service.

- b. Ultimately, this requires a fact-specific and case-by-case analysis. Always consider the above factors in light of the specific service need at the particular time.

There are only a couple of examples determined by a court to qualify as a special service which may be used as a guideline for your evaluation:

- School district could contract with firm for diversity and anti-bias training tailored to the specific district community. (See *Fair Education Santa Barbara v. Santa Barbara Unified School Dist.* (2021) 72 Cal.App.5th 884.)
 - Community college district could contract with Barnes & Noble to operate campus bookstores as a special service. (See *Service Employees Internat. Union v. Board of Trustees* (1996) 47 Cal.App.4th 1661, 1673).
 - School district could contract with private firm for research and development work as a special service. (See *California Sch. Employees Assn. v. Sunnyvale Elementary Sch. Dist.* (1973) 36 Cal.App.3d 46, 60.)
- c. The District has elected to subject special services to the bid threshold. This is supported by Board Policy 3311 which states formal bids may be required whenever it appears to be in the best interest of the District. See table above in paragraph 1 of Section III.C. for the District's requirements for procuring special services less than the bid threshold.

Once you have determined that the service is a special service, see **TAB B: Form Independent Consultant Agreement for Services**, for a proposed form of agreement which can be tailored for certain services. Confirm the appropriate legal authority and form of contract with the Director of Procurement or counsel.

3. Energy Efficiency/Energy Services Contracts



For energy services contracts, District may negotiate directly with contractor without formal bidding or may use RFP process under specified provisions of the Government Code. (Gov. Code, § 4217.10 et seq.)

The District may award contract on basis of contractor's experience, type of technology employed by contractor, cost to district and any other relevant considerations. (Gov. Code, § 4217.16.) The statute requires a public hearing prior to Board approval of a contract. Further, at least two weeks prior to public hearing at a regularly scheduled board meeting, post notice re consideration of energy services contract and related facilities ground lease, if any. (Gov. Code, §§ 4217.12 and/or 4217.13)

There are three general types of contract structures which may be used to implement the District's energy efficiency/energy services contracts. Work with the Director of Procurement, counsel, and the appropriate construction department staff to ensure the appropriate approach for the project.

- Energy Service Contract: A contract whereby an entity will provide energy or conservation services to district from energy conservation facility.
 - District may use for construction services without bidding.
 - District may use design-build project delivery method without dollar threshold or RFQ/RFP.
 - District may own energy conservation facility or purchase energy from 3rd party owner of energy conservation facility (i.e., Power Purchase Agreement).
- Facility Ground Lease: A lease from district to an entity in conjunction with an energy service contract and/or a facility financing contract.
 - May include easements, rights-of-way, licenses, and rights of access for construction, use, or ownership by entity
- Facility Financing Contract: A contract whereby an entity provides financing for energy conservation facility in exchange for repayment of financing/costs.
 - May provide for installment sale purchase, another form of purchase, or amortized lease of energy conservation facility.



4. Waste / Recycling Services Contract

The District may contract with a "solid waste enterprise" for waste handling services pursuant to the California Integrated Waste Management Act of 1989. (Pub. Resources Code, § 40050, et seq., the "Act".) Section 40193 of the Act defines a solid waste enterprise as an entity "which is regularly engaged in the business of providing solid waste handling services." Section 40059(a)(2) of the Act states that the District can determine "[w]hether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding."

[END OF SECTION]

IV. PROCURING CONSTRUCTION-RELATED PROFESSIONAL AND SPECIAL SERVICES

A. Professional Services

1. Types of Professional Services

Professional services are defined as architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services. (Gov. Code, § 4525 et seq.)

2. Selection Process Required

- a.** Basis of Selection: Per the Government Code and Administrative Regulation 7140, professional services must be selected based on demonstrated competence and professional qualifications necessary for satisfactory performance at fair and reasonable prices to public agencies. The District may also consider references, interview performance, depth of experience on similar projects, price, demonstrated success with project/task management, demonstrated success with problem-solving, office location and staffing, or any number of other considerations to determine who will provide the best value to the District.
- b.** Procurement Method: Competitive bidding does not apply to professional services. (Pub. Contract Code, § 20111(d).) The Government Code does not mandate a specific method of procurement. Utilizing a Request for Qualifications ("RFQ"), Request for Proposals ("RFP"), or combined Request for Qualifications and Proposals ("RFQ/P") each satisfy the procurement requirement for professional services.
 - i. State agencies are required to conduct discussions with at least three firms; however, as a local agency, no minimum applies to the District.
 - ii. If using state bond funds, Education Code section 17070.50 requires services of any architect, structural engineer, or other design professional to be obtained pursuant to a competitive process (i.e., at a minimum, RFQ establishing a pool of consultants).
 - iii. Per Board Policy 7140, the Superintendent or designee shall ensure that: (a) practice which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration are prohibited, and (b) District employees are prohibited from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code section 87100.
 - iv. Disclose in RFQ/P how firm(s) will be selected:
 - (a) "Best value" means a value determined by objective criteria and may include, but need not be limited to, price, features, functions, life-cycle costs, and other criteria deemed appropriate by the school district
 - 1) Criteria only
 - 2) Weighed Score and/or Pass/Fail

- (b) Attach copy of proposed contract, including insurance requirements and indemnity provisions. Ask to confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement.
 - 1) Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language.
 - 2) If selected, Respondent will be precluded from negotiating changes that have not been identified in its Proposal.
 - 3) The District will review, but is not obligated to accept, any proposed changes.

- v. Overview of Process:
 - (a) Notice of RFQ/P
 - 1) Advertising (optional)
 - (b) Statement of Qualifications
 - (c) Proposal
 - 1) May perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.
 - (d) Interview
 - 1) May prepare standard set of questions so it will be easier to compare/evaluate answers.
 - (e) Evaluation/Selection of Firm
 - 1) Section Committee (optional)
 - (f) Appeal process
 - 1) Respondents do not have a right to appeal. Therefore, including a process would be voluntary. The down side of volunteering is dealing with disgruntled respondents and possible delay to awarding the contract; however, if you include an appeal process in the RFP, then the District controls the procedure, i.e., when are appeals submitted, who reviews appeal, etc.
 - (g) Contract Negotiation

(h) Award of Contract/Board Approval

- vi. California Public Records Act Requests: Once the contract is awarded, responses to RFQs and RFPs are not privileged like prequalification for construction services. Before the contract is awarded, proposals are exempt from CPRA requests during the negotiation process, based on public interest balancing test. (*Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065.)

B. Special Services

1. Types of Services Covered

Special services are defined as financial, economic, accounting, legal, administrative, or insurance services. (Gov. Code, § 53060.)

2. No Competitive Selection Process Required

- a. Basis of Selection: Per the Government Code, special services must be selected based on special training, experience, and competence to provide the services required. The District can contract for a service that is not otherwise available to the District from public sources. The District may, but is not required, to consider price as well as other factors in order to select the *specialty trained, experienced and competent* consultant that will provide the best value to the District.
- b. Procurement Method: Per the Government Code, the District can directly negotiate special services contracts.

The District may choose to utilize an RFQ, RFP, or RFQ/P to procure special services, although competitive selection is not required. Can use best value for evaluation criteria.

- i. See IV.A.2.b.v., above, for Overview of Process

V. ENTERING INTO CONTRACT



A. Contracting Process

Provided at **TAB X** is a **Contracting Process Flowchart** that outlines steps to contracting, including the necessary approvals, beginning with a District site's need through approval by the Board. The Contracting Process Flowchart is updated annually on January 1.

B. Important Restrictions on Contracting

1. Authority to Enter into Contracts

The only entity with the authority to bind a California school district contractually is Sacramento City Unified School District's ("District") Board of Education ("Board"). (Ed. Code, § 35010 ["Every school district shall be under the control of a board of school trustees or a board of education."].) This "control" includes the power to "carry on any . . . activity . . . which is not in conflict with or inconsistent with . . . any law and which is not in conflict with

the purposes for which school districts are established.” (Ed. Code, § 35160.) Entering into a contract is an activity that the District’s Board may perform.

a. The Board Approval Process

- i. The Board must approve or ratify all contracts.
- ii. Agenda items and backup must be submitted by the District’s scheduled deadline. The backup includes the contract unless the Assistant Superintendent Business Services approves an alternative.
- iii. If findings are needed, a form of resolution must be provided to the Board. Noncontroversial items can be on the consent calendar. Purchases below the bid threshold are approved by the Board on consent.

b. Delegable Authority

The Board’s authority to contract may, “by a majority vote of the board be delegated to its district superintendent, or to any persons that he or she may designate The delegation of power may be limited as to time, money or subject matter or may be a blanket authorization in advance of its exercise, all as the governing board may direct.” (Ed. Code, § 17604.)

However, notwithstanding any such delegation, approval or ratification by the board is still required:

“[N]o contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, the approval or ratification to be evidenced by a motion of the board duly passed and adopted.” (Ed. Code, § 17604, emphases added.)

Pursuant to Board Policy 3312, the District’s Board annually delegates contracting authority to the Superintendent, and other identified designees, by resolution, without limitation as to money or subject matter, provided that all such contracts are approved or ratified by the Board.

As of December 15, 2022, the Superintendent, Chief Business and Operations Officer, Chief Human Resources Officer, Deputy Superintendent, Assistant Superintendent of Business Services, and Manager II of Purchasing Services have been delegated this contracting authority.

c. Delegable Authority for Purchase Under the Bid Limit

If the authority that the Board delegates to District staff is under the bid limit of Public Contract Code section 20111, the Board need not approve or ratify the contract. Education Code section 17605 instead requires that, “All transactions entered into by the officer or employee shall be reviewed by the governing board every 60 days.” (Ed. Code, § 17605, emphasis added.)

Pursuant to Board Policy 3300, the District’s Board annually delegates purchasing authority to the Superintendent, and other identified designees, by resolution for the purchase of supplies, materials, apparatus, equipment,

and services, provided that no such individual purchase exceeds the annual bid threshold, and that purchases are reviewed by the Board every sixty (60) days. Purchases below the bid threshold are made by purchase order and are approved by the Board of Education on consent.

As of December 15, 2022, the Superintendent, Chief Business and Operations Officer, Chief Human Resources Officer, Deputy Superintendent, Assistant Superintendent of Business Services, and Manager II of Purchasing Services have been delegated this purchasing authority.

d. Malfeasance

Both sections 17604 and 17605 state that, in the event of malfeasance in these transactions, the officer or employee with the authority to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance.

2. Contract Duration

a. Equipment, Materials, Supplies

Equipment contracts may not exceed five years; materials and supplies contracts may not exceed three years. (Ed. Code, § 17596.)

b. Non-Construction Services

Contracts for services may not exceed a term of five years. (Ed. Code, § 17596.)

3. Special Issues for Services Contracts

a. "Contracting Out" Issues

Although the Education Code generally allows the "contracting out" of work, collective bargaining obligations may affect the District's ability to contract out. For work performed by classified employees, contracting out to save money is only permissible if specific criteria set forth in Education Code section 45103.1 are met.

b. Determination of Independent Contractor Status

Prior to entering into any contract with an independent contractor, the District must make a determination that the work to be performed is not work that should be performed by a District employee.

IRS Factors

The IRS may penalize and fine the District if the District classifies an individual as an independent contractor when the individual is doing work that should be done by and as a District employee. The IRS makes this determination after a detailed analysis of factors related to the District's right to direct or control how the worker does the work, the District's right to direct or control the business part of the work, and how the District and the worker perceive their relationship.

See next sheet for **Independent Contractor Checklist** which includes guidelines and an evaluation checklist.

INDEPENDENT CONTRACTOR CHECKLIST

Guidelines for the Hiring of Independent Contractors

The District must comply with Internal Revenue Service (IRS) regulations in its role as an employer. Failure to do so can result in assessment of additional taxes and penalties for the District. Therefore, it is important to determine whether someone is an employee or an independent contractor.

I. What is an Independent Contractor?

An independent contractor is not an employee and is not under the control of the District. In general, an independent contractor is an individual with a specific skill or technical knowledge hired by means of a written agreement to do a particular job for a designated period of time.

A District employee should not be employed as an independent contractor. The IRS scrutinizes the returns of individuals who receive both a W-2 Form and a 1099 Form in the same calendar year from one employer. If a District employee is hired to perform a service outside the scope of their normal duties, he/she must be paid through the payroll process.

II. Determination of Employee vs. Independent Contractor Status

The following guidelines can assist you in determining whether to pay an individual as an independent contractor or as an employee of the District.

Independent Contractor Checklist (attached)

Complete this checklist to help determine if an individual is eligible as an independent contractor or is to be paid as an employee. If further clarification is required, the EDD Employment Determination Guide is an excellent resource to help determine independent contractor status.

EDD Employment Determination Guide

The worksheet is provided by the Employment Development Department, State of California to help determine whether a worker is most likely an employee or an independent contractor. Generally speaking, whether a worker is an employee or an independent contractor depends on the application of factors contained in the California common law of employment and statutory provisions of the California Unemployment Insurance Code. The EDD Employment Determination Guide can be accessed at https://edd.ca.gov/pdf_pub_ctr/de38.pdf.

IRS Common Law Rules

The Internal Revenue Service has established the Common Law Rule to help determine the degree of control and the degree of independence in a worker/employer relationship. The penalties for misclassification under tax laws can be severe and, in some cases, may create liability for the District.

Generally, for tax purposes, the key question is the degree of control the employer can exercise over the worker. Further information on the IRS Common Law Rules can be found in IRS Publication 15A under forms and publications at <http://www.irs.gov/pub/irs-pdf/p15a.pdf>.

[CONTINUES ON NEXT PAGE...]

INDEPENDENT CONTRACTOR EVALUATION CHECKLIST

Date: _____

Legal Entity Name of Contractor: _____

The purpose of this checklist is to assist in the determination of employee or independent contractor status per AB5. Federal and State law places the burden of proof on the employer to show that an independent contractor exists.

Questions for ABC Test: Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies all three of the following conditions:	YES	NO
A. Is the worker free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact?	<input type="checkbox"/>	<input type="checkbox"/>
B. Is the worker performing work that is outside the usual course of the District's business?	<input type="checkbox"/>	<input type="checkbox"/>
C. Is the worker customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed?	<input type="checkbox"/>	<input type="checkbox"/>

Borello Factors Test (For occupations exempt from the ABC Test under Labor Code 2750.3):	YES	NO
1. Is the worker an employee of the District or has he/she been employed by the District within the past twelve (12) months?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the worker perform the same type of work that is generally performed by regular employees?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the District determine the means and methods by which the results are accomplished?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the District provide supplies, equipment, software, and/or tools necessary to perform the services?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the District provide training, supervision, or instruction other than conveying the scope of the service or resulted desired?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the District establish the worker's work schedule?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the worker required to perform services on the District property on a regular and continuing basis?	<input type="checkbox"/>	<input type="checkbox"/>
8. Can the worker be terminated by the District or quit work at any time without incurring liability?	<input type="checkbox"/>	<input type="checkbox"/>

Completed by: _____

Signature: _____

Title: _____

If one or more responses to the above questions are "YES," the worker may be considered an employee under IRS guidelines. Please provide support for independent contractor status on all "YES" answers for Borello Test:

By signing below, I certify, to the best of my knowledge, that the information provided is correct and that the information contained in the Independent Contractor Agreement matches the approved Board item.

Requestor: _____ Date: _____

Approved by: _____ Date: _____

Once checklist has been completed submit it to the Assistant Superintendent, Business Services to create the Independent Contractor Agreement.

Please allow adequate time for Agreement to be executed by both parties. Suggested timeframe is 30 days. Please include time for Board to review and approval.

[END OF INDEPENDENT CONTRACTOR CHECKLIST]

c. Services May Not Be Leased

The Education Code does not authorize the “lease” of services. The subject matter of a lease, by definition, must be tangible real or personal property, and services do not constitute property. Some leases may include some services (e.g. janitorial services in a commercial lease), but these types of services are not the focus of the lease and are limited, incidental services necessary to maintain the property. Some types of financing leases include incidental services as part of the lease (e.g., installation and delivery of copy machines). However, yearly maintenance contracts for copiers are not properly included in a lease.

C. Preparing and Using Contract Forms

The District has a form of independent contractor agreement that the District requires all of its schools and departments to use when contracting with any consultant or other services vendor. Use of this form will avoid contracts that fail to contain the required terms.



1. Checklist

- a.** Document Review - see section 2., below
- b.** Term of Contract – see contract
- c.** Approvals
- d.** Board Agenda Item

2. Important Contract Sections to Review

The following items are important for every contract. Most need to be reviewed and added for each specific contract.

a. Cover Sheet

The Cover Sheet provides the reader approving the contract a summary of contract information. This Cover Sheet must be removed prior to execution by the parties.

b. Legal Authority

The contract needs to indicate whether it is for special services or non-construction services under the bid limit of \$109,300 in 2023. Other contracts, including public work contracts over sixty thousand (\$60,000) under the California Uniform Construction Cost Accounting Act require public bidding.

c. Scope of Services

Define the scope of the products or performance for which the parties are contracting. One sentence is rarely enough. A paragraph may be enough. Generally, the more detail, the better. Best Practice: Append the contractor’s proposal as EXHIBIT A to the contract, if possible.

d. Term

- i. Without a clear term of the contract (e.g., one year), a contract could be void or not enforceable. Alternatively, it could extend longer than the parties intend, or is legally permissible. A clearly defined contract term should be in all contracts.
- ii. Education Code section 17596 limits the term for contracts for services, apparatus and equipment to five years and for materials or supplies to three years. (Ed. Code, § 17596.)

e. Document Submittal

- i. Workers' Compensation Certification is required if the contractor has any employees, whether or not they will be working at the District or on the contract. It is not required if the contract is with an individual or partnership that has no employees.
- ii. Fingerprinting/Criminal Background Investigation Certification. (Ed. Code, § 45125.1.)
- iii. Insurance Certificates and Endorsements.
- iv. W-9 Form, if not already on file.

f. Compensation/Payment

Payment provisions are usually pretty straightforward, but they must be verified. Any arrangement other than installment payment after performance should be stated.

g. Expenses

Any expenses that District will pay, outside of the compensation, should be itemized; otherwise, note "Not Applicable."

h. Independent Contractor

This section clarifies that a contractor is not a District employee.

i. Materials

Any materials District will provide should be listed, i.e., use of laptop computer, projector, telephone, copier, paper, books, etc.; otherwise, note "Not Applicable."

j. Performance of Work

This section sets District standards for contractor performance and should be reviewed and revised if necessary, by the party initiating the contract.

k. Originality of Services; Ownership of Data; and Copyright/Trademark/Patent

Keep the Ownership of Data and Copyright/Trademark/Patent provisions, unless you have a good reason not to. Contractor request is not a sufficient reason to omit this section.

l. Audit

Provides contractor's requirement to retain books, records, and systems of account during the term of contract and for five years, and District's right to audit and examine such records.

m. Termination

Termination provisions should allow the District to terminate immediately for cause. Contractors may argue that they will not have time to cure a breach before termination. That is not true. The District can, at its discretion, give the other party time to cure a breach notwithstanding a termination provision; providing a mandatory cure period is not required.

District termination for convenience is useful for all contracts in case funding issues, changes in District priorities or contractor performance make termination advisable. District termination for non-appropriation of funds is required for financing leases. See section below regarding financing of lease purchase transactions.

n. Indemnification

Indemnification clauses can be complex and confusing. The District should not indemnify anyone else in many circumstances. A good indemnification clause will require the other party to indemnify the District for any damages arising out of, pertaining to, or related to the contractor's obligations under and performance of the contract, except those damages caused by the sole negligence or willful misconduct of the District.

o. Insurance

- i. The other party should carry, at a minimum, commercial general liability ("CGL"), any auto automobile liability ("Auto"), and workers' compensation insurance for its employees. The contract should state, and the District's risk manager or insurance adviser should confirm, the types and levels of coverage. The District should require an endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under CGL and Auto policies.
- ii. The insurance provisions should require that the policies will not be cancelled or revised on less than 30-day's written notice to the District.
- iii. If the other party is providing professional services, it should also carry a professional liability policy.
- iv. The District may require a waiver of subrogation and a certain rating for the insurers. Employer's liability insurance is also advisable.

p. Contractor Information

- i. Insert Contractor's current contact information for notice purposes.
- ii. Make sure Contractor fills out contractor information after its signature.

q. Attorneys' Fees

There are two types of provisions: (1) where each party is responsible for their own attorneys' fees and costs and (2) where the prevailing party's legal expenses are paid by the losing party of a lawsuit, claim or other litigation. The first type of arrangement may dissuade the parties from initiating any legal action or encourage settlement. The second type of arrangement may dissuade a party from violating the contract.

3. When You May Use a Purchase Order Without A Contract

- a. When it does not require any terms not on the purchase order.
- b. When it is a small, risk-free contract.
- c. When it is for multiple orders under an existing contract.
- d. When the Assistant Superintendent, Business Services approves the purchase order without a separate contract.
- e. Best Practice: Use purchase order form with standard terms approved by District. When in Doubt, ask the Assistant Superintendent, Business Services.

[END OF SECTION]

VI. ADDITIONAL REQUIREMENTS FOR SPECIFIC CONTRACTS

A. Contracts Related to Food and Kitchens



1. Perishables/Food and Food Services Contracts

- a. "Perishable foodstuffs and seasonal commodities needed in the operation of cafeterias may be purchased . . . in accordance with rules and regulations for such purchase adopted by the governing board of [a school district] notwithstanding any provisions of [the Education Code] in conflict with such rules and regulations." (Ed. Code, § 38083.)
- b. For districts that participate in the National School Lunch Program and/or the Commodity Supplemental Food Program, federal regulations generally provide that school districts may use their own procurement procedures that reflect applicable state and local laws and regulations. (Tit. 7, Code of Federal Regulations ("C.F.R."), Part 210.)
- c. The Education Code now limits the inclusion of non-nutritious food and beverages in school meal and snack offerings. A school district may not, "[e]nter into ... a contract ... that grants the right to the exclusive or nonexclusive sale of carbonated beverages or non-nutritious beverages or non-nutritious food," unless the Board takes a number of actions. (Ed. Code, § 35182.5.)

2. Food Service Management Company Contracts

- a. The district may contract with a food service management company ("FSMC") to perform some or all of the following services related to food management and kitchen services: bookkeeping, menu development, preparation of reimbursement claims, organization and maintenance of program documents (such as daily meal counts, menus, and menu production records), meal preparation and service, consulting services, and purchasing services.
- b. California school districts that receive federal funds for food and lunch programs must follow federal procurement guidelines when contracting with FSMCs. The California Department of Education ("CDE") has determined that to comply with these federal regulations (7 C.F.R. §§ 210.16, 210.21), school districts may use the RFP process to award the contract to the lowest bidder who best meets the District's needs and stated objective, subject to CDE review.
- c. CDE requires school districts to submit the entire RFP package for review to determine if the proposal documents meet CFR requirements criteria.

B. Pupil Transportation Contracts



1. Contracting Options

- a. The District may provide for transportation of pupils to/from school if the Board finds the transportation is advisable and for good reason. (Ed. Code, § 39800.) The District may provide the services itself or may contract with a common carrier, municipally owned transit system, responsible private party, the parent/guardian of the pupil, or the county superintendent of

schools. (Ed. Code, §§ 39800, 39801.) Any contract must comply with "contracting out" restrictions under Education Code section 45103.1.

- b.** Whether provided by the District or by a third-party, pupil transportation services, drivers, and school buses are all subject to strict safety requirements, including under the Education Code, Vehicle Code, and regulations adopted by the California Department of Education and the Department of the California Highway Patrol. The District should familiarize itself with these requirements or consult with legal counsel.

2. Bidding and Contract Term

- a.** When contracting with a private party for pupil transportation services in an amount more than ten thousand dollars (\$10,000), the District must follow the formal bidding process under Public Contract Code sections 20111 and 20112. However, the District may award the contract "to other than the lowest bidder." (Ed. Code, § 39802.)
- b.** The contract term for pupil transportation services may not exceed five years, although the parties may jointly renew the contract at the end of the term. (Ed. Code, § 39803(a).) Additionally, the parties may annually negotiate contract provisions to maintain an equitable pricing structure. (Ed. Code, § 39803(c).)

C. Requirements Contract (Equipment Only)

A contract covering long-term district requirements (up to five years) for an item may be used when the total quantity required cannot be definitively fixed but can be stated as an estimate or within maximum and minimum limits, with deliveries on demand. If the District enters into a "requirements contract" for particular item(s), it is expected that the District will purchase all needed items from that vendor and not purchase those items from another source.

D. E-Rate Contracts

1. E-Rate Definition

The common term used to reference the Schools and Libraries Program administered by the Universal Service Administrative Company, a federal program that provides discounts to assist schools in obtaining affordable telecommunications and internet access. Information on E-Rate is provided on the USAC website.

E-Rate supports connectivity, the conduit or pipeline for voice and data communications, using telecommunications services and the internet.

2. School districts may request funding under four (4) categories of service:

- a.** Telecommunications,
- b.** Internet access,
- c.** Internal connections, and
- d.** Basic maintenance of internal connections.

3. School districts must provide certain resources, including:

- a. End-user equipment (e.g., computers, telephones, etc.),
- b. Software,
- c. Professional development, and
- d. The other elements that are necessary to utilize the connectivity funded by E-Rate.

4. Determining Discounts

The primary measure for determining E-Rate discounts is the percentage of all District students eligible for free- and reduced-price lunches under the National School Lunch Program, calculated District-wide. The District then uses the E-rate Program discount matrix to convert that resulting single percentage figure into an E-rate Program discount rate. Discounts range from 20% to 90% of the cost of eligible services.

5. School districts must comply with the most conservative procurement process; and in all cases, must demonstrate some type of competitive negotiation process was conducted to select the vendor.

E. Lease-Purchase Transactions

1. Statutory Authority

a. Equipment

Education Code section 17450 states that school districts may lease or lease-purchase the following: (1) school buses, (2) other motor vehicles, (3) test materials, educational films, and audiovisual materials, and (4) all other items defined as equipment or service systems in the California School Accounting Manual. An equipment lease-purchase may not exceed the useful life of the item, and in no event may the term exceed ten (10) years. (Ed. Code, § 17452.)

b. Relocatable Buildings

Relocatable buildings are not considered "equipment" and instead fall under the purview of Education Code sections 17400 and 17597, which contemplate lease-purchase arrangements involving relocatable buildings.

2. Elements of the Lease-Purchase Transaction

A lease-purchase transaction for equipment, materials, supplies and relocatable buildings generally involves the simultaneous occurrence of distinct transactions, as follows:

a. Purchase of Item(s)

The District must enter into an agreement to purchase the item from a vendor. This typically occurs after a competitive bidding process or use of another school district's bid through "piggybacking." This agreement should set forth the vendor's responsibilities for the equipment, delivery, condition,

warranties, and like. If the District piggybacks on another agency's contract, the District must ensure that the vendor signs a contract with the District and is bound by a contract with the District that includes the terms and conditions of the original contract on which the District is piggybacking. (See section, above, for details on piggyback requirements.)

b. Financing the Transaction

The Lease-Purchase Agreement is a separate contract between the District and the entity that will be providing the financing for the District's acquisition of the items. Sometimes financing is provided by the vendor, or a financing arm of the vendor, and sometimes financing is provided through totally independent third-party financing companies. The financing agreement normally requires the financing company to pay the vendor for the equipment on the District's behalf. Financing leases usually provide for title to transfer to the District only after the lease payments are fully paid. The lease-purchase agreement sets forth the terms associated with the leasing of the asset. Most lease-purchase agreements are extremely difficult to terminate, and often are terminable only if the District lacks sufficient funds to make the yearly payments. Financing leases must have either a non-appropriation clause or an abatement clause to comply with applicable case law. (*City of Los Angeles v. Offner* (1942) 19 Cal.2d 483, 486-87; *Dean v. Kuchel* (1950) 35 Cal.2d 444, 448.)

c. Maintenance and Other Services

- i. Maintenance services for equipment acquired through lease-purchase are not appropriately included in the financing agreement. Services such as maintenance should either be part of the District's agreement with the vendor or through a separate maintenance contract. Services that are incidental to the purchase of a piece of equipment, however, such as delivery and installation charges, may be included in the lease financing agreement.
- ii. While the financing of construction work that is part of a project that involves a relocatable building purchase is possible, it is not appropriate to use a relocatable lease-purchase agreement to fund that kind of work. Other more complex financing mechanisms must be used to accomplish these kinds of projects.

d. Legal Review/Opinion of Counsel

- i. The statutes that provide for a school district's ability to lease and lease-purchase are complex. In certain cases, the governing board must take specific kinds of actions and make specified findings before entering into a financing agreement. Legal counsel should be consulted about applicable requirements and resolutions before the board takes any action regarding the transaction.
- ii. Financing companies usually require the school district's legal counsel to provide an opinion of counsel to the financing company, opining that the transaction was completed in compliance with all applicable laws, including procurement and bidding requirements. Legal counsel will

need to review all lease-purchase documents and to approve the bidding or other procurement process.

- iii. The District should forward all documents, particularly all applicable bidding or piggyback documents, to legal counsel at the beginning of any lease-purchase process. Before legal counsel can give an opinion on a transaction, counsel needs to be sure that all legal prerequisites have been met. Early consultation is vital to timely compliance with this requirement.

[END OF DOCUMENT]

Sacramento City Unified School District Procurement Procedures

GOODS, EQUIPMENT AND NON-CONSTRUCTION SERVICES

A formal contract required for services and purchases of goods and equipment exceeding \$25,000, current proof of automobile, general liability and workers compensation insurance and a W9 are required from all vendors. Contracts may be required for amounts less than \$25,000 for services that include specialized work. State law limits contract terms to 5 years.

Purchase Amount	Procurement Procedure Requirements				State Law/Policy Reference
\$0-7,499	Provide price source (e.g., phone, fax, email, vendor quote)				Providing quotes is for contracts under the bid threshold. Per PCC 20111(a), bid threshold adjusted annually by the State Superintendent of Instruction
\$7,500 - 19,999	Provide two (2) quotes (e.g., phone, fax, email, vendor quote) - attach to requisition				
\$20,000 - 109,300	Provide three (3) written quotes (e.g., fax, email, vendor quote) - attach to requisition				
\$0-\$10,000	Federal Micro Purchase Threshold (no competitive quotes required-consider reasonable price) Program operators (i.e., CNS) may self-certify a threshold up to \$50,000 annually with required self-certification documentation.				Per PCC 20111(c), follow Federal – 2 CFR 200.318 to 200.326. For Fund 13 Allowable Uses, see https://www.cde.ca.gov/ls/nu/sn/mbsnp052020.asp , i.e. capital expenditures with unit cost ≥ \$5,000 require prior written approval
\$10,001-\$250,000	Federal Small Purchase Threshold (must obtain price quotes from adequate number of sources)				
> \$250,000	Federal-Formal Procurement Method required (sealed bid/request for proposal) public advertise				
> \$109,300 (Over bid threshold)	Internal Control: Purchasing Manager reviews all requisitions for compliance, including Federal / Emergency justification	Formal Bids for goods or services includes newspaper advertisement for two (2) consecutive weeks, and receipt of vendor responses at a specific deadline.	Selection is made based on lowest, responsive and responsible bidder meeting specifications and vendor qualifying criteria, or else reject all bids.	Board of Education approves all purchases that exceed the bid threshold of \$109,300 as an action item.	PCC 20111, 20112

COOPERATIVE PURCHASING OR PIGGYBACK CONTRACTS (GOODS, EQUIPMENT, SERVICES)

Contracts for goods or services that are currently effective and have been competitively bid and awarded by fellow governmental entities, and no further bidding is required by SCUSD. Contracts include discounted pricing and may also provide for other incentives such as extended equipment warranties, rebates to SCUSD, free space design for furniture and other. Exception to this is federally funded purchases that may require a competitive bid. Certain contracts require a Board resolution, described below.

Purchase Amount	Contract Type	Limitations	Contracting / Approval Method	State Law/Policy Reference
Any amount	California Multiple Award Schedule (“ CMAS ”) contract established by Department of General Services.	CMAS contract for purchase of goods, information technology and services . Price in contract is a ceiling. Public Works services is limited to 50% of the total contract value. Limitation on carpet, resilient flooring, synthetic turf, lighting system over formal bid threshold	Perform due diligence for products/pricing in CMAS base schedule. Agreement incorporating CMAS contract is required unless negotiate different terms. No Board resolution required. Board approves on consent.	PCC 10298 & 10299

Sacramento City Unified School District Procurement Procedures

		other than for new construction (requires use of skilled and trained workforce).		
Any amount	Purchase pursuant to agreement competitively bid by a joint powers authority (“JPA”).	JPA contract for purchase of goods and services . Examples: NIPA, OMNIA, Sourcewell or TIPS. Price in JPA contract is a ceiling.	Perform due diligence for products/pricing in JPA price list. Agreement incorporating JPA contract is required. One-time Board resolution to join JPA; not required to approve contract as action item.	GOV 6500, et seq.
Any amount	Public agency previously competitively bid lease or purchase in accordance with law and contract has clause allowing “piggyback.”	Piggyback on public contract for lease of data-processing equipment or purchase of materials, supplies, equipment, vehicles, etc. Must lease/purchase on the same terms and at the same prices. Limited to incidental services (10% or < of contract value).	Perform due diligence for products/pricing in awarded contract. Agreement incorporating piggyback contract is required. Board approves contract and makes finding by resolution that use of underlying piggyback contract is in District’s “best interest.”	PCC 20118

PUBLIC WORKS/CONSTRUCTION

Facility construction, alteration, renovation, demolition, painting, repair, fixed or modular furniture system installation. SCUSD has adopted California Uniform Public Construction Cost Accounting Act (“CUPCAA”), with thresholds for no bid, informal bid, or formal bid, below.

Purchase Amount	Procurement Procedure Requirements	Contract Terms	Approval Method	State Law/Policy Reference
<p align="center">\$0 - 60K</p> <p align="center">No Bid</p>	<p>Three (3) quotes from contractors registered with the CA State Licensing Board and Dept. of Industrial Relations (DIR).</p> <p>District reports to DIR/file PWC-100 form if project within 30 days of award or before work commences, whichever occurs first: \$25K and above for new construction, alteration, installation, demolition or repair, \$15K and above for maintenance work.</p>	<ul style="list-style-type: none"> • Formal Contract • Prevailing wages • >\$25,000: Electronic filing of certified payroll report • >\$25,000: Payment/performance bonds from approved CA Surety • Insurance meeting required SCUSD limits. • All tiers of contractors required to be licensed and registered with DIR. 	<p>Purchase Order for Public Works (that includes standard terms) or contract, if required, submitted for Board approval on consent.</p>	PCC 20111.5, ED 17424
<p align="center">\$60 - 200K</p> <p align="center">Informal Bidding</p>	<p>Notify all relevant contractors on the Pre-Qualified Contractors List and/or advertise in 4 trade journals at least 10 days before bid opening. Award to lowest responsive, responsible bidder or reject all bids. If no bids received, negotiate directly with a contractor.</p>	<ul style="list-style-type: none"> • Formal Contract • Prevailing wages • Electronic filing of certified payroll report • Payment/performance bonds from approved CA Surety 	<p>Contract submitted for Board approval as action item.</p> <p>If all bids >\$200,000, Board resolution with 4/5 vote required to award contract at \$212,500 or</p>	PCC 22032(b) & 22034, 22036

Sacramento City Unified School District Procurement Procedures

	District reports to DIR/file PWC-100 form within 30 days of award or before work commences, whichever occurs first.	<ul style="list-style-type: none"> Insurance meeting required SCUSD limits. All tiers of contractors required to be licensed and registered with DIR. 	less to lowest bidder.	
			Federal-Formal Procurement Method required (sealed bid/request for proposal) public advertise	
> \$200K Formal Bidding	<p>Advertise bids in newspaper once, 14 days before bid opening and in 4 trade journals 15 days before bid opening. Award to lowest responsive, responsible bidder or reject all bids. If no bids, can negotiate directly with a contractor.</p> <p>Requires a cashier/certified check or bid bond from a CA approved surety – bonds are returned to bidder after award unless bidder fails to execute contract.</p> <p>District reports to DIR/file PWC-100 form within 30 days of award or before work commences, whichever occurs first.</p>	<ul style="list-style-type: none"> Formal Contract Prevailing wages Electronic filing of certified payroll report Payment/performance bonds from approved CA Surety Insurance meeting required SCUSD limits. All tiers of contractors required to be licensed and registered with DIR. 	Contract submitted for Board approval as action item. Board may reject bid if declares at hearing that project can be more economically performed by District employees and notice is mailed to low bidder 2 business days before hearing. If all bids rejected, abandon or readvertise, or perform by force account with Board resolution by 4/5 votes.	PCC 22032(c), 22036-22038
Change Orders on Contracts if more than \$15,000 bid threshold or 10% of original contract price (whichever greater)	Formal Bidding required (see above). No bidding required if less than bid threshold or all change orders cumulatively do not exceed 10% of original contract price (whichever greater). If over 10%, consult with legal counsel to see if facts exist for Futility Resolution.		Submitted for Board approval on consent if no bid is required; as action item if formal bidding is required.	PCC 20118.4

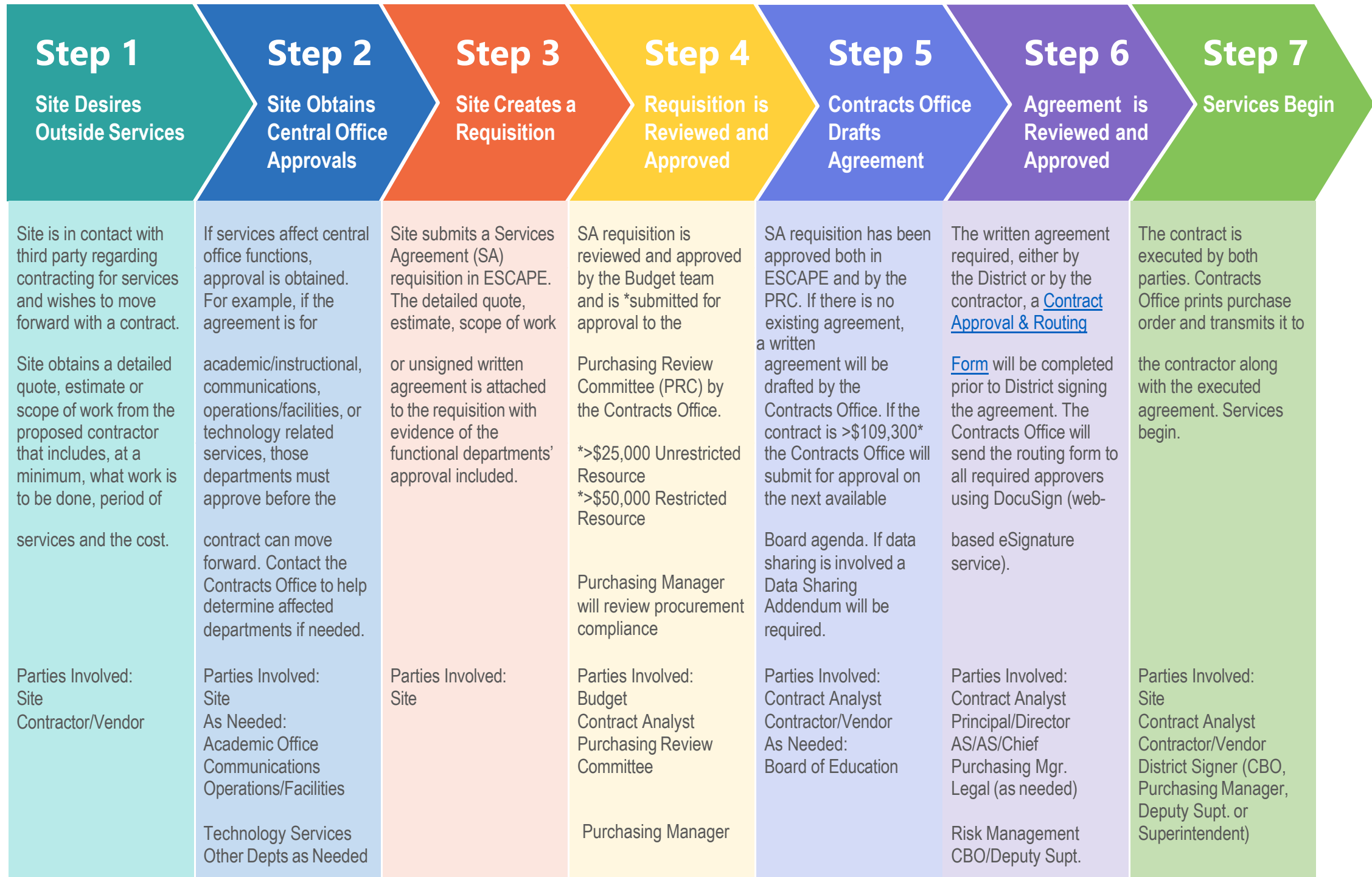
SINGLE/SOLE SOURCE AND EMERGENCY PROCUREMENT

Single/Sole Source - Other vendor sources exist in the market, vendor selected because of a regulation or existing proprietary equipment, or program needs. Or, no other vendor sources available in the market; few instances of this exist, typically connected to a copyright, trademark or patent. Purchase from single/sole source requires Board resolution and including the finding in Notice to Bidders or Request for Proposals, whichever is applicable.

Emergency Repairs (State/CUPCCAA) - Board may proceed at one to replace or repair, without giving notice of bid, by resolution with 4/5 vote finding that emergency will not permit a delay and action is necessary for emergency response. If no notice for bids given, Board shall review emergency action at next regular meeting (and each meeting until emergency is terminated) to determine by 4/5 vote that need continue to exist. (PCC 22035 & 22050)

Sacramento City Unified School District Procurement Procedures

Emergency Purchases (Federal) - Only permitted when the Public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or After solicitation of a number of sources, competition is determined inadequate. (2 CFR 200.320 (c).) The District's requisition process requires compliance review and approval by assigned Budget department staff, Assistant Superintendent of Business Services, Chief Business Officer, and Purchasing Manager.



*Updated annually on January 1
SCUSD Contracts Flowchart 1/1/23