



# BOARD OF EDUCATION MEETING AND WORKSHOP

**Board of Education Members**

- Lavinia Grace Phillips, President (Trustee Area 7)
- Jasjit Singh, Vice President (Trustee Area 2)
- Chinua Rhodes, Second Vice President (Trustee Area 5)
- 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, May 16, 2024**

**5:00 p.m. Closed Session**

**6:30 p.m. Open Session**

**Serna Center**

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

## AGENDA

**2023/24-27**

*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 (Four Potential Cases)

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 54956.8—Conference with Real Property Negotiators  
Property: 4591 Perry Ave, Sacramento Ca 95820  
Agency Negotiator: Chris Ralston  
Negotiating Parties: Southgate Parks and Recreation District  
Under Negotiation: Price and terms

**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 Lavinia Phillips*

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](mailto: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*
- *Community Schools Advisory Committee*
- *American Indian Education Program Parent Committee*

**Information**  
*3 minutes each*

**9.0 SPECIAL PRESENTATION**

7:48 p.m. **9.1 Middle School Mathletes Awards & Recognition**  
*(Suzie Craig)*

**Information**  
*10 minute presentation*  
*5 minute discussion*

|           |     |   |  |
|-----------|-----|---|--|
| 8:03 p.m. | 9.2 | 2024-2025 Classified Champions<br>(Dr. Tiffany Smith-Simmons)   | <b>Information</b><br>10 minute presentation<br>5 minute discussion  |
| 8:18 p.m. | 9.3 | 2024-2025 Teacher of the Year<br>(Dr. Tiffany Smith-Simmons)  | <b>Information</b><br>5 minute presentation<br>5 minute discussion   |
| 8:28 p.m. | 9.4 | Approve Asian American and Pacific Islander Heritage<br>Month Resolution No. 3413 (Board Member Jasjit Singh) | <b>Action</b><br>5 minute presentation<br>5 minute discussion        |
| 8:38 p.m. | 9.5 | A-G Incentive Grant (Christina Espinosa)  | <b>Information</b><br>15 minute presentation<br>10 minute discussion |
| 9:03 p.m. | 9.6 | Black/African American Advisory Board (B/AAAB)<br>Annual Update (Terrence Gladney)                            | <b>Information</b><br>15 minute presentation<br>15 minute discussion |
| 9:33 p.m. | 9.7 | Special Education: CDE Notification of Continued<br>Noncompliance (Yvonne Wright & Geovanni Linares)          | <b>Information</b><br>15 minute presentation<br>10 minute discussion |

#### **10.0 PUBLIC HEARING**

|            |      |  |  |
|------------|------|--|--|
| 9:58 p.m.  | 10.1 | Public Hearing: AB 1200 Public Disclosure and Approval<br>of MOU between SCUSD and the Teamsters Classified<br>Supervisors (TCS) (Cancy McArn & Janea Marking) | <b>Public Hearing/Action</b><br>5 minute presentation<br>5 minute discussion |
| 10:08 p.m. | 10.2 | Public Hearing: AB 1200 Public Disclosure and Approval<br>of MOU between SCUSD and the Teamsters, Local 150<br>Union (Cancy McArn & Janea Marking)             | <b>Public Hearing/Action</b><br>5 minute presentation<br>5 minute discussion |
| 10:18 p.m. | 10.3 | Public Hearing: AB 1200 Public Disclosure and Approval<br>of MOU between SCUSD and the United Professional<br>Educators (UPE) (Cancy McArn & Janea Marking)    | <b>Public Hearing/Action</b><br>5 minute presentation<br>5 minute discussion |

#### **11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE**

|            |      |  |   |
|------------|------|--|---|
| 10:28 p.m. | 11.1 | Approve Resolution No. 3412: Authorizing Execution of<br>Delegate Agency Agreement From the Sacramento<br>Employment and Training Agency (Yvonne Wright) | <b>Action</b><br>5 minute presentation<br>5 minute discussion       |
| 10:38 p.m. | 11.2 | 2023-24 Annual LCSSP Grant Update: Student Attendance<br>& Engagement and the CARE Team<br>(Jennifer Kretschman)   | <b>Information</b><br>15 minute presentation<br>5 minute discussion |

#### **12.0 COMMUNICATIONS**

|            |      |   |                                 |
|------------|------|---|---------------------------------|
| 10:58 p.m. | 12.1 | Student Member Report (Liliana Miller Segura) | <b>Information</b><br>5 minutes |
|------------|------|---|---------------------------------|

|            |      |  |                                  |
|------------|------|--|----------------------------------|
| 11:03 p.m. | 12.2 | <i>President’s Report (Lavinia Phillips)</i> | <b>Information</b><br>5 minutes  |
| 11:08 p.m. | 12.3 | <i>Information Sharing by Board Members</i>  | <b>Information</b><br>10 minutes |

|            |             |                       |                            |
|------------|-------------|-----------------------|----------------------------|
| 11:18 p.m. | <b>13.0</b> | <b>CONSENT AGENDA</b> | <b>Action</b><br>2 minutes |
|------------|-------------|-----------------------|----------------------------|

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

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

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

*13.1b Approve Personnel Transactions (Cancy McArn)*

*13.1c Approve Donations to the District for the Period of March 1-31, 2024 (Janea Marking)*

*13.1d Approve Purchase Order Board Report for the Period of March 15, 2024, through April 14, 2024 (Janea Marking)*

*13.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 1-31, 2024 (Janea Marking)*

*13.1f Approve California Middle Field Trip to Ashland, OR from June 7-9, 2024 (Mary Hardin Young and Jerad Hyden)*

*13.1g Approve Facility Use Agreements for Charter Schools: California Montessori Project, Sol Aureus College Preparatory, St. Hope Public School 7, St. Hope Sacramento Charter High School, & Yav Pem Suab Academy (Mary Hardin Young, Amanda Goldman, & Nathaniel Browning)*

*13.1h Approve Resolution No. 3413: Resolution of Intention to Convey Public Utilities Easement to California- American Water at Nicholas Elementary School (Janea Marking)*

*13.1i Approval of Unauthorized Vendors (Janea Marking)*

*13.1j Approve SETA Head Start Budget COLA for 2024-25 School Year (Yvonne Wright)*

*13.1k Approve SETA Head Start Budget Modification (Yvonne Wright)*

*13.1l Approve Resolution No. 3414: Resolution Regarding Board Stipends (Lisa Allen)*

*13.1m Approve Resolution No. 3415: Resolution Regarding Board Stipends (Lisa Allen)*

*13.1n Approve Resolution No. 3416: Resolution Regarding Board Stipends (Lisa Allen)*

11:20 p.m. **14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

*14.1 Business and Financial Information: Enrollment Report – Month 7 Ending Friday, March 22, 2024 (Janea Marking)*

11:22 p.m. **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ *June 6, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

✓ *June 20, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

11:24 p.m. **16.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** May 16, 2024

**Subject:** Middle School Mathletes Awards & Recognition

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

**Division:** Academic Office, Curriculum & Instruction Department

**Recommendation:** N/A

**Background/Rationale:** SCUSD's Middle School Mathletes engages grade 7-8 scholars in challenging math competitions. Middle school teams worked with their teacher leaders and teammates to practice and compete monthly. Students earned points for each Mathletes Test they completed at monthly competitions, and schools were awarded 1<sup>st</sup> – 3<sup>rd</sup> place each month based on total points earned.

On May 16, 2024, the high-point earners and their families will be invited to the Board Meeting to be recognized and receive awards donated from CSU Sacramento.

**Financial Considerations:** None

Teachers and central office leaders volunteered their time to facilitate the monthly Middle School Mathletes Competitions. CSU Sacramento donated gift cards.

**LCAP Goal(s):** Goal 2: Foundational Education Experience with Equitable Opportunities for All Students

**Documents Attached:** N/A

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Suzie Craig, Coordinator III, Math

**Approved by:** Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

**Meeting Date:** May 16, 2024

**Subject:** 2024-2025 Classified Champions

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

**Division:** Human Resource Services

**Recommendation:** N/A

**Background/Rationale:** N/A

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Names of Classified Champions

**Estimated Time of Presentation:** 10 minutes

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

**Approved by:** Lisa Allen, Superintendent

| Employee's Name    | Job Title  | Years of Service |
|--------------------|--|------------------|
| Alicia Washington  | Registrar  | 20 yrs 11 mths   |
| Amanda Kossow      | Office Manager                                   | 20 yrs 0 mths    |
| Andrew Hernandez   | Plant Manager                                    | 14 yrs 9 mths    |
| Carrie Borghesi    | Food Service Assistant                           | 10 yrs 6 mths    |
| Chi Saykao         | Instructional Aide - SPED                        | 28 yrs 4 mths    |
| Cindy Jones        | Office Manager                                   | 20 yrs 10 mths   |
| Debbie Sarceno     | Office Manager                                   | 23 yrs 6 mths    |
| Diana Hamilton     | Food Service Lead                                | 8 yrs 3 mths     |
| Enedina Vasquez    | Plant Manager                                    | 16 yrs 3 mths    |
| Eva Gomez          | Office Manager                                   | 17 yrs 5 mths    |
| Fabiola Ramirez    | Nutrition Services Inventory Control Facilitator | 21 yrs 3 mths    |
| Garee Hill         | Accounting Specialist                            | 8 yrs 11 mths    |
| Jackie Murphy      | Bus Driver                                       | 11yrs 10 mths    |
| James Hernandez    | Plant Manager                                    | 30 yrs 4 mths    |
| Jessica Torres     | Office Manager                                   | 18 yrs 5 mths    |
| Jose Torres        | Warehouse Worker                                 | 11 yrs 1 mths    |
| Juanda Starks      | Office Technician                                | 20 yrs 5 mths    |
| Julia Colvin       | Instructional Aide                               | 9 yrs 6 mths     |
| Kenna Montoya      | Controller                                       | 21 yrs 4 mths    |
| Krishana Carlton   | Office Manager                                   | 7 yrs 11 mths    |
| Lawrence Williams  | Site Computer Support Tech I                     | 18 yrs 0 mths    |
| Leng Vang          | YDSS Program Assistant                           | 8 yrs 8 mths     |
| Maha Nour          | Teacher Assistant                                | 20 yrs 10 mths   |
| Manida Oriyavong   | Office Manager Earl Warren Elementary School     | 13 yrs 8 mths    |
| Maria Colmenares   | Benefits Technician                              | 25 yrs 5 mths    |
| Mirna Madrigal     | Plant Manager                                    | 13 yrs 10 mths   |
| Nai Saelee         | Budget Analyst                                   | 7 yrs 10 mths    |
| Nancy Sanchez      | RSP Aide, ASES teacher, Volunteer                | 18 yrs 6 mths    |
| Nanette Prunty     | Noon Duty  | 30 yrs 0 mths    |
| Omi Munthree       | Master Scheduler                                 | 30 yrs 4 mths    |
| Patrick Watson     | Campus Monitor                                   | 22 yrs 4 mths    |
| Rachelle Aldama    | Nutrition Services Food Service Assistant III    | 11 yrs 6 mths    |
| Randy Powell       | Custodian  | 16 yrs 11 mths   |
| Ron Stratton       | Plant Manager                                    | 33 yrs 11 mths   |
| Rosalinda Martinez | Custodian  | 17 yrs 5 mths    |
| Roxanne Torres     | Campus Monitor                                   | 27 yrs 2 mths    |
| Sara Matsuura      | Occupational Therapist                           | 9 yrs 10 mths    |
| Scott Holton       | Asbestos Lead Worker                             | 22 yrs, 0 mths   |



| <b>Employee's Name</b>     | <b>Job Title</b>              | <b>Years of Service</b> |
|----------------------------|-------------------------------|-------------------------|
| Sheryl Lederer             | Special Education Aide        | 11 yrs 3 mths           |
| Shiela Alva                | Office Technician             | 18 yrs 11 mths          |
| Shiniece Junious           | Special Education Aide        | 19 yrs 0 mths           |
| Silvia Rincon              | Instructional Aide            | 17 yrs 5 mths           |
| Suada Muran                | Food Production Lead          | 15 yrs 4 mths           |
| Susan Riedell              | Clerk II                      | 10 yrs 4 mths           |
| Teresa Lopez               | Yard Duty                     | 12 yrs 4 mths           |
| Troy Mietz                 | Electronic/Locksmith          | 27 yrs 4 mths           |
| Troy Mowry                 | Painter                       | 13 yrs 7 mths           |
| Veisia "Leti" Koloamatangi | Office Technician             | 17 yrs 2 mths           |
| Victor Wong                | Site Computer Support Tech II | 17 yrs 4 mths           |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

**Meeting Date:** May 16, 2024

**Subject:** 2024-2025 Teacher of the Year

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

**Division:** Human Resource Services

**Recommendation:** N/A

**Background/Rationale:** N/A

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Teacher of the Year 2024-2025 Time Line
2. Names of the Teacher of the Year will be announced at the Board Meeting

**Estimated Time of Presentation:** 5 minutes

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

**Approved by:** Lisa Allen, Superintendent



# 2024-2025

A process completed during the 2023-2024 School Year

## Teacher of the Year Timeline

| Date  | Activity   |
|---|--|
| January 31 – Feb 21   | Nomination process at schools  |
| March 1<br>(deadline for applications March 22)             | Teachers nominated receive an invitation to apply  |
| Digital copy of essays sent to committee<br>March 29)       | Essays read and ranked by District TOY Selection Committee   |
| Committee meets<br>April 4th finalists contacted<br>April 5 | Finalists will be contacted to schedule interview  |
| Interviews April 10-11                                      | Finalists interviewed and submit the classroom schedules to arrange observations                                   |
| April 15- May 8   | If applicable, classroom observations OR interviews with principal (you can still plan for 2 days of observations) |
| May 9   | District TOY makes final recommendation of District TOY  |
| Week of Teacher in May (May 16)                             | Announcement of District TOY at Board Meeting  |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

**Meeting Date:** May 16, 2024

**Subject:** Approve Asian American and Pacific Islander Heritage Month  
Resolution No. 3413

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

**Division:** Board Office

**Recommendation:** Approve proposed resolution.

**Background/Rationale:** May 2024 has been designated as Asian American and Pacific Islander Heritage Month. The month of May was initially chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869. The majority of the workers who laid the tracks were Chinese immigrants. The Resolution recognizes the importance of the continued contributions of Asian and Pacific Americans within our community, state and nation.

**Financial Considerations:** N/A

**LCAP Goal(s):** Family and Community Empowerment; Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

Resolution No. 3413 will be available Monday, May 13, 2024.

|   |
|---|
| <p><b>Estimated Time of Presentation:</b> 5 Minutes<br/><b>Submitted by:</b> Jasjit Singh, Board Member and 1st Vice President<br/><b>Approved by:</b> Lisa Allen, Superintendent</p> |
|---|



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

**Meeting Date:** May 16, 2024

**Subject:** A-G Incentive Grant Update

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

**Division:** College & Career Readiness Department (CCR) & Curriculum & Instruction

**Recommendation:** N/A

**Background/Rationale:**

The A-G Incentive Grant from CDE (2022-2025) provides our district \$3.1 million to fund activities that directly support pupil access to, and successful completion of, the A-G course requirements. The A-G/College Entrance Requirements are a sequence of high school courses that students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). The purpose of this presentation is to provide the school board and the community an update on this effort.

**Financial Considerations:** \$3.1 million dollars (state grant)

**LCAP Goal(s):**

- By 2027, the following cohort outcomes will be achieved: Graduation rate increased by 5% and College/Career Indicator (CCI) indicator increased by 1 Status Level from the 2023-24 Dashboard

**Documents Attached:** N/A

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Christina Espinosa, Director, College & Career Readiness

**Approved by:** Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

**Meeting Date:** May 16, 2024

**Subject:** Black/African American Advisory Board (B/AAAB) Annual Update

- 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:** N/A

**Background/Rationale:** The purpose of this board agenda item is to provide a year-to-date update on the work of the Black/African American Advisory Board (B/AAAB) and a roadmap for the coming year. Over the past year, the B/AAAB has strengthened its infrastructure, directly engaged in the district’s LCAP and other initiatives to ensure the recommendations are interwoven into district priorities, policies and practices and are strategically advocating on behalf of, and with, Black/African American students. This presentation will share key takeaways in the B/AAAB’s work, propose next steps and solicit continued and increased Board of Education and Staff feedback, engagement and partnership.

**Financial Considerations:** N/A

**LCAP Goal(s):**

- Goal 1: College/Career Readiness
- Goal 2: Foundational/Tier 1 Educational Experience
- Goal 3: Integrated Supports
- Goal 4: Culture and Climate
- Goal 5: Engagement and Empowerment

**Documents Attached:**

N/A

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Terrence Gladney, Chair, B/AAAB

**Approved by:** Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.7

**Meeting Date:** May 16, 2024

**Subject:** Special Education: CDE Notification of Continued Noncompliance

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

**Division:** Special Education

**Recommendation:**

**Background/Rationale:** The California Department of Education (CDE) recently sent notification regarding continued noncompliance by the Sacramento City Unified School District on matters related to special education. This is important for the Board to know because the district has been designated as a high risk grantee of apportionment for 2023-2024 and 2024-2025.

**Financial Considerations:** N/A

**LCAP Goal(s):** N/A

**Documents Attached:** N/A

|   |
|---|
| <p><b>Estimated Time of Presentation:</b> 15 minutes</p> <p><b>Submitted by:</b> Yvonne Wright, Chief Academic Officer<br/>Geovanni Linares, SELPA Director</p> <p><b>Approved by:</b> Lisa Allen, Superintendent</p> |
|---|



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** May 16, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the Teamsters Classified Supervisors (TCS)

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and Teamsters Classified Supervisors for the 2023-24, 2024-25 and 2025-26 school year.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase retroactive to July 1, 2023 for all represented TCS members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year for all represented TCS members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

**Financial Considerations:** Retroactive costs for all funds for the 2023-24 year of approximately \$139K, ongoing costs of \$208K for all funds.

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence.

**Documents Attached:**

- AB 1200 Disclosure



- MOU between SCUSD and Teamsters Classified Supervisors

**Estimated Time of Presentation:** 5 Minutes  
**Submitted by:** Janea Marking, Chief Business and Operation  
Officer  
**Approved by:** Lisa Allen, Superintendent

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

|                                  |   |
|----------------------------------|---|
| Name of School District:         | Sacramento City Unified School District |
| Name of Bargaining Unit:         | Teamsters Classified Supervisors        |
| Certificated, Classified, Other: | Certificated                            |

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**  
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation<br><br>All Funds - Combined  | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement<br><small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step &amp; Column increases)</small> |                               |                               |
|---|--|---|-------------------------------|-------------------------------|
|   |  | Year 1<br>Increase/(Decrease)   | Year 2<br>Increase/(Decrease) | Year 3<br>Increase/(Decrease) |
|   |  | 2023-24   | 2024-25                       | 2025-26                       |
| 1. <b>Salary Schedule</b><br>Including Step and Column  | \$ 2,532,724                             | \$ 101,309  | \$ 151,963                    | \$ 151,963                    |
|   |  | 4.00%   | 5.77%                         | 5.45%                         |
| 2. <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. |  |   | \$ -                          | \$ -                          |
| <b>Description of Other Compensation</b>  |  |   |                               |                               |
| 3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>   | \$ 934,575                               | \$ 37,383   | \$ 56,075                     | \$ 56,075                     |
|   |  | 4.00%   | 5.77%                         | 5.45%                         |
| 4. <b>Health/Welfare Plans</b>  | \$ 609,695                               | \$ -  | \$ -                          | \$ -                          |
|   |  | 0.00%   | 0.00%                         | 0.00%                         |
| 5. <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                    | \$ 4,076,994                             | \$ 138,692  | \$ 208,038                    | \$ 208,038                    |
|   |  | 3.40%   | 4.93%                         | 4.70%                         |
| 6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)                                       | 24.00                                    |   |                               |                               |
| 7. <b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>                                       | \$ 169,875                               | \$ 5,779  | \$ 8,668                      | \$ 8,668                      |
|   |  | 3.40%   | 4.93%                         | 4.70%                         |

**A. Proposed Change in Compensation (Continued)**

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented Teannsters Classified Supervisors members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

NA

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

NA

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

NA

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit: **Teamsters Classified Supervisors**

| Object Code   | Column 1  | Column 2   | Column 3   | Column 4                             |
|---|---|--|--|--------------------------------------|
|   | Latest Board-Approved Budget Before Settlement (3/7/24) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |  |                                      |
| LCFF Revenue 8010-8099  | \$ 500,355,264  |  | \$ -   | \$ 500,355,264                       |
| Federal Revenue 8100-8299                                     | \$ -  |  | \$ -   | \$ -                                 |
| Other State Revenue 8300-8599                                 | \$ 12,144,270   |  | \$ -   | \$ 12,144,270                        |
| Other Local Revenue 8600-8799                                 | \$ 7,588,879  |  | \$ -   | \$ 7,588,879                         |
| <b>TOTAL REVENUES</b>   | \$ 520,088,413  |  | \$ -   | \$ 520,088,413                       |
| <b>EXPENDITURES</b>   |   |  |  |                                      |
| Certificated Salaries 1000-1999                               | \$ 218,797,664  |  | \$ 656,397   | \$ 219,454,061                       |
| Classified Salaries 2000-2999                                 | \$ 52,646,090   | \$ 2,449   | \$ 193,496   | \$ 52,842,035                        |
| Employee Benefits 3000-3999                                   | \$ 139,273,776  | \$ 904   | \$ 216,464   | \$ 139,491,144                       |
| Books and Supplies 4000-4999                                  | \$ 8,116,981  |  | \$ -   | \$ 8,116,981                         |
| Services and Other Operating Expenditures 5000-5999           | \$ 33,534,652   |  | \$ -   | \$ 33,534,652                        |
| Capital Outlay 6000-6999                                      | \$ 1,547,177  |  | \$ -   | \$ 1,547,177                         |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                         |
| Transfers of Indirect Costs 7300-7399                         | \$ (8,610,122)  |  | \$ -   | \$ (8,610,122)                       |
| <b>TOTAL EXPENDITURES</b>                                     | \$ 446,816,518  | \$ 3,353   | \$ 1,066,357   | \$ 447,886,228                       |
| <b>OTHER FINANCING SOURCES/USES</b>                           |   |  |  |                                      |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                         |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                           |
| Contributions 8980-8999                                       | \$ (122,013,844)  | \$ -   |  | \$ (122,013,844)                     |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | \$ (46,373,688)   | \$ (3,353)   | \$ (1,066,357)   | \$ (47,443,398)                      |
| <b>BEGINNING FUND BALANCE</b>                                 |   |  |  |                                      |
| 9791  | \$ 135,640,173  |  |  | \$ 135,640,173                       |
| Audit Adjustments/Other Restatements 9793/9795                |   |  |  | \$ -                                 |
| <b>ENDING FUND BALANCE</b>                                    | \$ 89,266,486   | \$ (3,353)   | \$ (1,066,357)   | \$ 88,196,776                        |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |   |  |  |                                      |
| Nonspendable 9711-9719  | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                           |
| Restricted 9740   |   |  |  |                                      |
| Committed 9750-9760   | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                      |
| Assigned 9780   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                           |
| Reserve for Economic Uncertainties 9789                       | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                        |
| Unassigned/Unappropriated Amount 9790                         | \$ 71,083,561   | \$ (3,353)   | \$ 9,109,123   | \$ 80,189,331                        |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Bargaining Unit: **Teamsters Classified Supervisors**

| Object Code   | Column 1<br>Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Column 2<br>Adjustments as a<br>Result of Settlement<br>(compensation) | Column 3<br>Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Column 4<br>Total Revised<br>Budget<br>(Columns 1+2+3) |
|---|---|--|--|--|
| <b>REVENUES</b>                                     |   |  |  |  |
| LCFF Revenue 8010-8099                              | \$ 2,478,216  |  | \$ -   | \$ 2,478,216   |
| Federal Revenue 8100-8299                           | \$ 148,230,947  |  | \$ -   | \$ 148,230,947   |
| Other State Revenue 8300-8599                       | \$ 115,349,693  |  | \$ -   | \$ 115,349,693   |
| Other Local Revenue 8600-8799                       | \$ 4,064,125  |  | \$ -   | \$ 4,064,125   |
| <b>TOTAL REVENUES</b>                               | <b>\$ 270,122,981</b>   |  | <b>\$ -</b>  | <b>\$ 270,122,981</b>                                  |
| <b>EXPENDITURES</b>                                 |   |  |  |  |
| Certificated Salaries 1000-1999                     | \$ 91,290,982   |  | \$ 108,434   | \$ 91,399,416  |
| Classified Salaries 2000-2999                       | \$ 36,636,048   | \$ 58,801  | \$ 14,836  | \$ 36,709,684  |
| Employee Benefits 3000-3999                         | \$ 88,493,691   | \$ 21,698  | \$ 29,438  | \$ 88,544,827  |
| Books and Supplies 4000-4999                        | \$ 46,803,994   |  |  | \$ 46,803,994  |
| Services and Other Operating Expenditures 5000-5999 | \$ 112,606,894  |  | \$ -   | \$ 112,606,894   |
| Capital Outlay 6000-6999                            | \$ 22,969,217   |  | \$ -   | \$ 22,969,217  |
| Other Outgo (excluding Indirect Costs) 7100-7299    | \$ -  |  | \$ -   | \$ -   |
| Transfers of Indirect Costs 7300-7399               | \$ 7,218,308  |  | \$ -   | \$ 7,218,308   |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$ 406,019,133</b>   | <b>\$ 80,498</b>   | <b>\$ 152,708</b>  | <b>\$ 406,252,340</b>                                  |
| <b>OTHER FINANCING SOURCES/USES</b>                 |   |  |  |  |
| Transfers In and Other Sources 8900-8979            | \$ -  | \$ -   | \$ -   | \$ -   |
| Transfers Out and Other Uses 7600-7699              | \$ -  | \$ -   | \$ -   | \$ -   |
| Contributions 8980-8999                             | \$ 122,013,844  | \$ -   | \$ -   | \$ 122,013,844   |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                 | <b>\$ (13,882,308)</b>  | <b>\$ (80,498)</b>   | <b>\$ (152,708)</b>  | <b>\$ (14,115,515)</b>                                 |
| <b>BEGINNING FUND BALANCE</b>                       |   |  |  |  |
| 9791  | \$ 122,292,561  |  |  | \$ 122,292,561   |
| Audit Adjustments/Other Restatements 9793/9795      | \$ -  |  |  | \$ -   |
| <b>ENDING FUND BALANCE</b>                          | <b>\$ 108,410,253</b>   | <b>\$ (80,498)</b>   | <b>\$ (152,708)</b>  | <b>\$ 108,177,046</b>                                  |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>           |   |  |  |  |
| Nonspendable 9711-9719                              | \$ -  | \$ -   | \$ -   | \$ -   |
| Restricted 9740                                     | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046   |
| Committed 9750-9760                                 |   |  |  |  |
| Assigned Amounts 9780                               |   |  |  |  |
| Reserve for Economic Uncertainties 9789             |   | \$ -   | \$ -   | \$ -   |
| Unassigned/Unappropriated Amount 9790               | \$ -  | \$ (80,498)  | \$ 80,498  | \$ -   |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

Teamsters Classified Supervisors

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
| Object Code                               |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| LCFF Revenue                              | 8010-8099              | \$ 502,833,480  |  | \$ -   | \$ 502,833,480                             |
| Federal Revenue                           | 8100-8299              | \$ 148,230,947  |  | \$ -   | \$ 148,230,947                             |
| Other State Revenue                       | 8300-8599              | \$ 127,493,963  |  | \$ -   | \$ 127,493,963                             |
| Other Local Revenue                       | 8600-8799              | \$ 11,653,004   |  | \$ -   | \$ 11,653,004                              |
| <b>TOTAL REVENUES</b>                     |                        | <b>\$ 790,211,394</b>   |  | <b>\$ -</b>  | <b>\$ 790,211,394</b>                      |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 310,088,646  | \$ -   | \$ 764,832   | \$ 310,853,477                             |
| Classified Salaries                       | 2000-2999              | \$ 89,282,138   | \$ 61,250  | \$ 208,332   | \$ 89,551,719                              |
| Employee Benefits                         | 3000-3999              | \$ 227,767,467  | \$ 22,601  | \$ 245,902   | \$ 228,035,970                             |
| Books and Supplies                        | 4000-4999              | \$ 54,920,975   |  | \$ -   | \$ 54,920,975                              |
| Services and Other Operating Expenditures | 5000-5999              | \$ 146,141,546  |  | \$ -   | \$ 146,141,546                             |
| Capital Outlay                            | 6000-6999              | \$ 24,516,394   |  | \$ -   | \$ 24,516,394                              |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                               |
| Transfers of Indirect Costs               | 7300-7399              | \$ (1,391,814)  |  | \$ -   | \$ (1,391,814)                             |
| <b>TOTAL EXPENDITURES</b>                 |                        | <b>\$ 852,835,651</b>   | <b>\$ 83,851</b>   | <b>\$ 1,219,065</b>  | <b>\$ 854,138,568</b>                      |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfer In and Other Sources             | 8900-8979              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                                 |
| Contributions                             | 8980-8999              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | <b>\$ (60,255,996)</b>  | <b>\$ (83,851)</b>   | <b>\$ (1,219,065)</b>  | <b>\$ (61,558,912)</b>                     |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 257,932,734  |  |  | \$ 257,932,734                             |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | <b>\$ 197,676,739</b>   | <b>\$ (83,851)</b>   | <b>\$ (1,219,065)</b>  | <b>\$ 196,373,822</b>                      |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                                 |
| Restricted                                | 9740                   | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046                             |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                            |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                                 |
| Reserve for Economic Uncertainties        | 9789                   | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                              |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 71,083,561   | \$ (83,851)  | \$ 9,189,621   | \$ 80,189,331                              |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

Teamsters Classified Supervisors

| Object Code   | Column 1  | Column 2   | Column 3  | Column 4                             |
|---|---|--|---|--------------------------------------|
|   | Latest Board-Approved Budget Before Settlement (3/7/24) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement)<br>Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| <b>REVENUES</b>                                     |   |  |   |                                      |
| LCFF Revenue 8010-8099                              | \$ -  |  | \$ -  | \$ -                                 |
| Federal Revenue 8100-8299                           | \$ 31,045,305   |  | \$ -  | \$ 31,045,305                        |
| Other State Revenue 8300-8599                       | \$ 4,177,415  |  | \$ -  | \$ 4,177,415                         |
| Other Local Revenue 8600-8799                       | \$ 638,600  |  | \$ -  | \$ 638,600                           |
| <b>TOTAL REVENUES</b>                               | <b>\$ 35,861,319</b>                                    |  | <b>\$ -</b>   | <b>\$ 35,861,319</b>                 |
| <b>EXPENDITURES</b>                                 |   |  |   |                                      |
| Certificated Salaries 1000-1999                     | \$ -  | \$ -   | \$ -  | \$ -                                 |
| Classified Salaries 2000-2999                       | \$ 11,801,120   | \$ 40,059  | \$ -  | \$ 11,841,179                        |
| Employee Benefits 3000-3999                         | \$ 8,035,567  | \$ 14,782  | \$ -  | \$ 8,050,349                         |
| Books and Supplies 4000-4999                        | \$ 16,228,144   |  | \$ -  | \$ 16,228,144                        |
| Services and Other Operating Expenditures 5000-5999 | \$ 853,081  |  | \$ -  | \$ 853,081                           |
| Capital Outlay 6000-6999                            | \$ 801,437  |  | \$ -  | \$ 801,437                           |
| Other Outgo (excluding Indirect Costs) 7100-7299    | \$ -  |  | \$ -  | \$ -                                 |
| Transfers of Indirect Costs 7300-7399               | \$ 674,012  |  | \$ -  | \$ 674,012                           |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$ 38,393,361</b>                                    | <b>\$ 54,841</b>                                     | <b>\$ -</b>   | <b>\$ 38,448,202</b>                 |
| <b>OTHER FINANCING SOURCES/USES</b>                 |   |  |   |                                      |
| Transfers In and Other Sources 8900-8979            | \$ -  | \$ -   | \$ -  | \$ -                                 |
| Transfers Out and Other Uses 7600-7699              | \$ -  | \$ -   | \$ -  | \$ -                                 |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                 | <b>\$ (2,532,041)</b>                                   | <b>\$ (54,841)</b>                                   | <b>\$ -</b>   | <b>\$ (2,586,882)</b>                |
| <b>BEGINNING FUND BALANCE</b>                       |   |  |   |                                      |
| 9791  | \$ 18,388,342   |  |   | \$ 18,388,342                        |
| Audit Adjustments/Other Restatements 9793/9795      | \$ -  |  |   | \$ -                                 |
| <b>ENDING FUND BALANCE</b>                          | <b>\$ 15,856,301</b>                                    | <b>\$ (54,841)</b>                                   | <b>\$ -</b>   | <b>\$ 15,801,460</b>                 |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>           |   |  |   |                                      |
| Nonspendable 9711-9719                              | \$ -  | \$ -   | \$ -  | \$ -                                 |
| Restricted 9740                                     | \$ 15,629,851   | \$ (357,634)   | \$ -  | \$ 15,272,217                        |
| Committed 9750-9760                                 | \$ -  | \$ -   | \$ -  | \$ -                                 |
| Assigned 9780                                       | \$ 226,450  | \$ -   | \$ -  | \$ 226,450                           |
| Reserve for Economic Uncertainties 9789             | \$ -  | \$ -   | \$ -  | \$ -                                 |
| Unassigned/Unappropriated Amount 9790               | \$ -  | \$ 302,793   | \$ -  | \$ 302,793                           |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

| Page 4a: Unrestricted General Fund | Amount       | Explanation  |
|------------------------------------|--------------|--|
| Revenues                           | \$ -         |  |
| Expenditures                       | \$ 1,066,357 | Projected total cost of other settlement agreements including UPE, Teams |
| Other Financing Sources/Uses       | \$ -         |  |

| Page 4b: Restricted General Fund | Amount     | Explanation  |
|----------------------------------|------------|--|
| Revenues                         | \$ -       |  |
| Expenditures                     | \$ 152,708 | Reductions to books/operating costs to offset increase in salaries/benefits. |
| Other Financing Sources/Uses     | \$ -       |  |

| Page 4d: Fund 11 - Adult Education Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                | \$ -   |             |
| Expenditures                            | \$ -   |             |
| Other Financing Sources/Uses            | \$ -   |             |

| Page 4e: Fund 12 - Child Development Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                  | \$ -   |             |
| Expenditures                              | \$ -   |             |
| Other Financing Sources/Uses              | \$ -   |             |

| Page 4f: Fund 13/61 - Cafeteria Fund | Amount | Explanation |
|--------------------------------------|--------|-------------|
| Revenues                             | \$ -   |             |
| Expenditures                         | \$ -   |             |
| Other Financing Sources/Uses         | \$ -   |             |

| Page 4g: Other               | Amount | Explanation |
|------------------------------|--------|-------------|
| Revenues                     | \$ -   |             |
| Expenditures                 | \$ -   |             |
| Other Financing Sources/Uses | \$ -   |             |

| Page 4h: Other               | Amount    | Explanation |
|------------------------------|-----------|-------------|
| Revenues                     | \$ -      |             |
| Expenditures                 | \$ 68,336 |             |
| Other Financing Sources/Uses | \$ -      |             |

Additional Comments:

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP  
Teamsters Classified Supervisors**

Bargaining Unit:

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 500,355,264                        | \$ 486,482,344                         | \$ 487,802,278                          |
| Federal Revenue 8100-8299                                     | \$ -                                  | \$ -                                   | \$ -                                    |
| Other State Revenue 8300-8599                                 | \$ 12,144,270                         | \$ 16,034,263                          | \$ 16,034,263                           |
| Other Local Revenue 8600-8799                                 | \$ 7,588,879                          | \$ 4,400,000                           | \$ 4,400,000                            |
| <b>TOTAL REVENUES</b>   | \$ 520,088,413                        | \$ 506,916,607                         | \$ 508,236,541                          |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 219,454,061                        | \$ 215,574,319                         | \$ 220,809,837                          |
| Classified Salaries 2000-2999                                 | \$ 52,842,035                         | \$ 48,090,834                          | \$ 49,464,653                           |
| Employee Benefits 3000-3999                                   | \$ 139,491,144                        | \$ 136,552,400                         | \$ 147,553,448                          |
| Books and Supplies 4000-4999                                  | \$ 8,116,981                          | \$ 8,736,981                           | \$ 8,736,981                            |
| Services and Other Operating Expenditures 5000-5999           | \$ 33,534,652                         | \$ 31,711,263                          | \$ 31,711,263                           |
| Capital Outlay 6000-6999                                      | \$ 1,547,177                          | \$ 86,235                              | \$ 86,235                               |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300                          | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs 7300-7399                         | \$ (8,610,122)                        | \$ (6,757,168)                         | \$ (6,837,869)                          |
| Other Adjustments   |                                       |  |   |
| <b>TOTAL EXPENDITURES</b>                                     | \$ 447,886,228                        | \$ 435,505,164                         | \$ 453,034,848                          |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399                          | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138                            |  |   |
| Contributions 8980-8999                                       | \$ (122,013,844)                      | \$ (124,525,822)                       | \$ (137,787,851)                        |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | \$ (47,443,398)                       | \$ (50,746,118)                        | \$ (80,217,896)                         |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 135,640,173                        | \$ 88,196,776                          | \$ 37,450,658                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | \$ 88,196,776                         | \$ 37,450,658                          | \$ (42,767,238)                         |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ 325,000                            | \$ 325,000                             | \$ 325,000                              |
| Restricted 9740   |                                       |  |   |
| Committed 9750-9760   | \$ (10,000,000)                       | \$ -                                   | \$ -                                    |
| Assigned 9780   | \$ 848,577                            | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties 9789                       | \$ 16,833,868                         | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount 9790                         | \$ 80,189,331                         | \$ 21,959,012                          | \$ (57,876,431)                         |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit:

Teamsters Classified Supervisors

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 2,478,216                          | \$ 2,478,216                           | \$ 2,478,216                            |
| Federal Revenue 8100-8299                                     | \$ 148,230,947                        | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue 8300-8599                                 | \$ 115,349,693                        | \$ 98,850,518                          | \$ 98,850,518                           |
| Other Local Revenue 8600-8799                                 | \$ 4,064,125                          | \$ 2,519,507                           | \$ 2,519,507                            |
| <b>TOTAL REVENUES</b>   | \$ 270,122,981                        | \$ 142,988,019                         | \$ 142,988,019                          |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 91,399,416                         | \$ 90,845,159                          | \$ 72,221,407                           |
| Classified Salaries 2000-2999                                 | \$ 36,709,684                         | \$ 37,094,592                          | \$ 29,212,415                           |
| Employee Benefits 3000-3999                                   | \$ 88,544,827                         | \$ 94,471,291                          | \$ 83,064,708                           |
| Books and Supplies 4000-4999                                  | \$ 46,803,994                         | \$ 13,035,699                          | \$ 13,136,290                           |
| Services and Other Operating Expenditures 5000-5999           | \$ 112,606,894                        | \$ 83,731,333                          | \$ 86,719,153                           |
| Capital Outlay 6000-6999                                      | \$ 22,969,217                         | \$ 4,483,222                           | \$ 4,483,222                            |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers of Indirect Costs 7300-7399                         | \$ 7,218,308                          | \$ 5,365,354                           | \$ 5,446,055                            |
| Other Adjustments   |                                       | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                                     | \$ 406,252,340                        | \$ 326,462,652                         | \$ 289,810,250                          |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers Out and Other Uses 7600-7699                        | \$ -                                  | \$ -                                   | \$ -                                    |
| Contributions 8980-8999                                       | \$ 122,013,844                        | \$ 124,525,822                         | \$ 137,787,851                          |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | \$ (14,115,515)                       | \$ (58,948,811)                        | \$ (9,034,380)                          |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 122,292,561                        | \$ 108,177,046                         | \$ 49,228,236                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | \$ 108,177,046                        | \$ 49,228,236                          | \$ 40,193,856                           |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ -                                  | \$ -                                   | \$ -                                    |
| Restricted 9740   | \$ 108,177,046                        | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed 9750-9760   |                                       |  |   |
| Assigned 9780   |                                       |  |   |
| Reserve for Economic Uncertainties 9789                       | \$ -                                  | \$ -                                   | \$ -                                    |
| Unassigned/Unappropriated Amount 9790                         | \$ -                                  | \$ (466,414)                           | \$ (699,620)                            |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

| Bargaining Unit:                          |                        | <b>Combined General Fund MYP<br/>Teamsters Classified Supervisors</b> |  |   |
|---|------------------------|---|--|---|
|   |                        | 2023-24   | 2024-25                                | 2025-26                                 |
| Object Code                               |                        | Total Revised Budget After Settlement                                 | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>                           |                        |   |  |   |
| LCFF Revenue                              | 8010-8099              | \$ 502,833,480  | \$ 488,960,560                         | \$ 490,280,494                          |
| Federal Revenue                           | 8100-8299              | \$ 148,230,947  | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue                       | 8300-8599              | \$ 127,493,963  | \$ 114,884,781                         | \$ 114,884,782                          |
| Other Local Revenue                       | 8600-8799              | \$ 11,653,004   | \$ 6,919,507                           | \$ 6,919,507                            |
| <b>TOTAL REVENUES</b>                     |                        | <b>\$ 790,211,394</b>   | <b>\$ 649,904,626</b>                  | <b>\$ 651,224,560</b>                   |
| <b>EXPENDITURES</b>                       |                        |   |  |   |
| Certificated Salaries                     | 1000-1999              | \$ 310,853,477  | \$ 306,419,479                         | \$ 293,031,244                          |
| Classified Salaries                       | 2000-2999              | \$ 89,551,719   | \$ 85,185,426                          | \$ 78,677,069                           |
| Employee Benefits                         | 3000-3999              | \$ 228,035,970  | \$ 231,023,691                         | \$ 230,618,156                          |
| Books and Supplies                        | 4000-4999              | \$ 54,920,975   | \$ 21,772,680                          | \$ 21,873,271                           |
| Services and Other Operating Expenditures | 5000-5999              | \$ 146,141,546  | \$ 115,442,596                         | \$ 118,430,416                          |
| Capital Outlay                            | 6000-6999              | \$ 24,516,394   | \$ 4,569,457                           | \$ 4,569,457                            |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs               | 7300-7399              | \$ (1,391,814)  | \$ (1,391,814)                         | \$ (1,391,814)                          |
| Other Adjustments                         |                        |   | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                 |                        | <b>\$ 854,138,568</b>   | <b>\$ 761,967,815</b>                  | <b>\$ 742,845,098</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |   |
| Transfers In and Other Sources            | 8900-8979              | \$ 2,475,399  | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -                                   | \$ -                                    |
| Contributions                             | 8980-8999              | \$ -  | \$ -                                   | \$ -                                    |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | <b>\$ (61,558,912)</b>  | <b>\$ (109,694,928)</b>                | <b>\$ (89,252,276)</b>                  |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |   |
|   | 9791                   | \$ 257,932,734  | \$ 196,373,822                         | \$ 86,678,894                           |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |   |
| <b>ENDING FUND BALANCE</b>                |                        | <b>\$ 196,373,822</b>   | <b>\$ 86,678,894</b>                   | <b>\$ (2,573,382)</b>                   |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |   |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ 325,000                             | \$ 325,000                              |
| Restricted                                | 9740                   | \$ 108,177,046  | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed                                 | 9750-9760              | \$ (10,000,000)   | \$ -                                   | \$ -                                    |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties        | 9789                   | \$ 16,833,868   | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 80,189,331   | \$ 21,492,598                          | \$ (58,576,051)                         |

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2023-24        | 2024-25        | 2025-26        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| b. | Less: Special Education Pass-Through Funds   |                | \$ -           | \$ -           |
| c. | Net Expenditures, Transfers Out, and Uses  | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| d. | State Standard Minimum Reserve Percentage for this District<br>Enter percentage  | 2.00%          | 2.00%          | 2.00%          |
| e. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000) | \$ 17,084,914  | \$ 15,239,356  | \$ 14,856,902  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |  |               |               |                 |
|----|--|---------------|---------------|-----------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)      | \$ 16,833,868 | \$ 15,166,646 | \$ 14,784,193   |
| b. | General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)           | \$ 80,189,331 | \$ 21,959,012 | \$ (57,876,431) |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -            |
| d. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)      | \$ -          | \$ -          | \$ -            |
| e. | Total Available Reserves   | \$ 97,023,199 | \$ 37,125,658 | \$ (43,092,238) |
| f. | Reserve for Economic Uncertainties Percentage  | 11.36%        | 4.87%         | -5.80%          |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                                     |
|---------|-----|-------------------------------------|----|-------------------------------------|
| 2023-24 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2024-25 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2025-26 | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

The district continues to strategically plan on future budget adjustments necessary to balance the budget.

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)**

**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

|  |              |
|--|--------------|
| Total Compensation Increase/(Decrease) on Page 1, Section A, #5              | \$ 138,692   |
| General Fund balance Increase/(Decrease), Page 4c, Column 2                  | \$ (83,851)  |
| Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2          | \$ -         |
| Child Development Fund balance Increase/(Decrease), Page 4e, Column 2        | \$ -         |
| Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2                | \$ (54,841)  |
| Other Fund balance Increase/(Decrease), Page 4g, Column 2                    | \$ -         |
| Other Fund balance Increase/(Decrease), Page 4h, Column 2                    | \$ -         |
| Total all fund balances Increase/(Decrease) as a result of the settlement(s) | \$ (138,692) |

Variance \$ 0

**Variance Explanation:**

Variance due to other agreements happening that are impacting the funds listed on this form

**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

| <u>General Fund Combined</u>                             | <u>Surplus/<br/>(Deficit)</u> | <u>(Deficit) %</u> | <u>Deficit primarily due to:</u> |
|--|-------------------------------|--------------------|----------------------------------|
| Current FY Surplus/(Deficit) before settlement(s)?       | \$ (60,255,996)               | (7.1%)             |                                  |
| Current FY Surplus/(Deficit) after settlement(s)?        | \$ (61,558,912)               | (7.2%)             |                                  |
| 1st Subsequent FY Surplus/(Deficit) after settlement(s)? | #####                         | (14.4%)            |                                  |
| 2nd Subsequent FY Surplus/(Deficit) after settlement(s)? | \$ (89,252,276)               | (12.0%)            |                                  |

**Deficit Reduction Plan (as necessary):**

**7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

| <u>MYP</u>                              | <u>Amount</u>  | <u>"Other Adjustments" Explanation</u>                                  |
|---|----------------|---|
| 1st Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 1st Subsequent FY Restricted, Page 5b   | \$ (2,563,999) | Projected reduction to categorical programs to offset salary increases. |
| 2nd Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 2nd Subsequent FY Restricted, Page 5b   | \$ (4,473,001) | Projected reduction to categorical programs to offset salary increases. |

Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ 1,426,093                                     |
| Ending Balance(s) Increase/(Decrease)                 | \$ (1,426,093)                                   |

Subsequent Years

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ -   |
| Ending Balance(s) Increase/(Decrease)                 | \$ -   |

**Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify                       I am unable to certify

|   |             |
|---|-------------|
| <b>District Superintendent</b><br>(Signature) | <b>Date</b> |
|---|-------------|

I hereby certify                       I am unable to certify

|   |             |
|---|-------------|
| <b>Chief Business Official</b><br>(Signature) | <b>Date</b> |
|---|-------------|

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.





**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Sacramento City Unified School District

**District Name**

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the Teamsters Classified Supervisors union.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

## **Tentative Agreement**

**Between  
The Sacramento City Unified School District  
&  
Teamsters Classified Supervisors**

**April 18, 2024**

The Sacramento City Unified School District (SCUSD) and Teamsters Classified Supervisors (TCS) hereby agree as follows:

### **Contract Term:**

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

Article 6: Compensation  
Article 8: Hours  
Article 9: Assignments  
Article 10: Holidays  
Article 11: Vacations  
Article 13: Transfers/Promotions  
Article 14: Performance Evaluations  
Article 15: Personnel Files  
Article 17: Professional Growth Program  
Article 23: Duration

### **Article 6 - Compensation:**

The parties agree to a **four percent (4%)** across-the-board salary increase retroactive to July 1, 2023 for all represented TCS members.

The parties agree to a **two percent (2%)** across-the-board salary increase for the 2024-2025 school year.

### **Longevity Incentives:**

Longevity Steps: Commencing with the 2023 -2024 school year, TCS members will be eligible for longevity steps at the following years:

- 10 years of service = 3% of employee's base salary
- 16 years of service = 4.5% of employee's base salary
- 19 years of service = 6% of employee's base salary
- 22 years of service = 7.5% of employee's base salary
- 25 years of service = 9% of employee's base salary

- 30 years of service = 10.5% of employee's base salary

**Early Opening Impact Days:**

The parties agree that if the State Board of Education (SBE) approves the waiver requested by the District to increase the school year by eight (8) instructional days in the 2024-2025 and the 2025-2026 school years, then the parties agree the 10-month work calendar for TCS will be increased by eight (8) additional work days for the 2024-2025 and the 2025-2026 school years:

- Calendar N will increase from 188 work days to 196 work days

If the SBE approves the District's waiver request, those TCS members on a 12-month calendar, will receive eight (8) Early Opening Impact Days for the 2024-2025 and the 2025-2026 school years that can be used throughout those school years, with prior approval.

**Classification / Compensation Study**

TCS agrees to withdraw its prior request that the District conduct a classification and compensation study.

**Article 11.4.4**

The parties agree that Article 11.4.4 language will be amended as follows:

Earned vacation is to be taken within twelve (12) months following earning except that a maximum of ~~twelve (12)~~ seventeen (17) days may be accumulated beyond that period. After the completion of five (5) years of District service, ~~fourteen (14)~~ nineteen (19) days may be accumulated.

**Completion of Negotiations:**

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

**For SCUSD**

*Lisa Allen*  
Lisa Allen, Interim Superintendent

4.30.24  
Date

**For TCS**

\_\_\_\_\_  
Negotiators / TCS Members

\_\_\_\_\_  
Date  
*Alan Daurie*  
Alan Daurie, Business Agent  
4/24/24  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** May 16, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the Teamsters, Local 150 Union

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and Teamsters for school years 2023-24, 2024-25 and 2025-26.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase for the 2023-24 school year, which will be added to the salary schedule for all represented Teamsters members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year, which will be added to the salary schedule for all represented Teamsters members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

The attached agreement closes all negotiations for the period from July 1, 2023 to June 30, 2026.

**Financial Considerations:** Retroactive costs for all funds for the 2023-24 year of approximately \$303.5K, ongoing costs of \$455K for all funds.

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence.

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and Teamsters

|   |
|---|
| <p><b>Estimated Time of Presentation:</b> 5 Minutes<br/><b>Submitted by:</b> Janea Marking, Chief Business and Operation<br/>Officer<br/><b>Approved by:</b> Lisa Allen, Superintendent</p> |
|---|

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

|                                  |   |
|----------------------------------|---|
| Name of School District:         | Sacramento City Unified School District |
| Name of Bargaining Unit:         | Teamsters                               |
| Certificated, Classified, Other: | Certificated                            |

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**  
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation<br><br>All Funds - Combined  | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement<br><small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step &amp; Column increases)</small> |                               |                               |
|---|--|---|-------------------------------|-------------------------------|
|   |  | Year 1<br>Increase/(Decrease)   | Year 2<br>Increase/(Decrease) | Year 3<br>Increase/(Decrease) |
|   |  | 2023-24   | 2024-25                       | 2025-26                       |
| 1. <b>Salary Schedule</b><br>Including Step and Column  | \$ 5,540,513                             | \$ 221,621  | \$ 332,431                    | \$ 332,431                    |
|   |  | 4.00%   | 5.77%                         | 5.45%                         |
| 2. <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. |  |   | \$ -                          | \$ -                          |
| <b>Description of Other Compensation</b>  |  |   |                               |                               |
| 3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>   | \$ 2,044,449                             | \$ 81,778   | \$ 122,667                    | \$ 122,667                    |
|   |  | 4.00%   | 5.77%                         | 5.45%                         |
| 4. <b>Health/Welfare Plans</b>  | \$ 1,851,050                             | \$ -  | \$ -                          | \$ -                          |
|   |  | 0.00%   | 0.00%                         | 0.00%                         |
| 5. <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                    | \$ 9,436,012                             | \$ 303,398  | \$ 455,098                    | \$ 455,098                    |
|   |  | 3.22%   | 4.67%                         | 4.46%                         |
| 6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)                                       | 74.00                                    |   |                               |                               |
| 7. <b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>                                       | \$ 127,514                               | \$ 4,100  | \$ 6,150                      | \$ 6,150                      |
|   |  | 3.22%   | 4.67%                         | 4.46%                         |

**A. Proposed Change in Compensation (Continued)**

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented Teamsters members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

NA

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

NA

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

NA



Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit:

Teamsters

| Object Code                               |                        | Column 1  | Column 2   | Column 3   | Column 4                             |
|---|------------------------|---|--|--|--------------------------------------|
|   |                        | Latest Board-Approved Budget Before Settlement (3/7/24) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |                                      |
| LCFF Revenue                              | 8010-8099              | \$ 500,355,264  |  | \$ -   | \$ 500,355,264                       |
| Federal Revenue                           | 8100-8299              | \$ -  |  | \$ -   | \$ -                                 |
| Other State Revenue                       | 8300-8599              | \$ 12,144,270   |  | \$ -   | \$ 12,144,270                        |
| Other Local Revenue                       | 8600-8799              | \$ 7,588,879  |  | \$ -   | \$ 7,588,879                         |
| <b>TOTAL REVENUES</b>                     |                        | \$ 520,088,413  |  | \$ -   | \$ 520,088,413                       |
| <b>EXPENDITURES</b>                       |                        |   |  |  |                                      |
| Certificated Salaries                     | 1000-1999              | \$ 218,797,664  |  | \$ 656,397   | \$ 219,454,061                       |
| Classified Salaries                       | 2000-2999              | \$ 52,646,090   | \$ 193,496   | \$ 2,449   | \$ 52,842,035                        |
| Employee Benefits                         | 3000-3999              | \$ 139,273,776  | \$ 71,400  | \$ 145,967   | \$ 139,491,144                       |
| Books and Supplies                        | 4000-4999              | \$ 8,116,981  |  | \$ -   | \$ 8,116,981                         |
| Services and Other Operating Expenditures | 5000-5999              | \$ 33,534,652   |  | \$ -   | \$ 33,534,652                        |
| Capital Outlay                            | 6000-6999              | \$ 1,547,177  |  | \$ -   | \$ 1,547,177                         |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                         |
| Transfers of Indirect Costs               | 7300-7399              | \$ (8,610,122)  |  | \$ -   | \$ (8,610,122)                       |
| <b>TOTAL EXPENDITURES</b>                 |                        | \$ 446,816,518  | \$ 264,896   | \$ 804,814   | \$ 447,886,228                       |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |                                      |
| Transfers In and Other Sources            | 8900-8979              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                         |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                           |
| Contributions                             | 8980-8999              | \$ (122,013,844)  | \$ -   |  | \$ (122,013,844)                     |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | \$ (46,373,688)   | \$ (264,896)   | \$ (804,814)   | \$ (47,443,398)                      |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |                                      |
|   | 9791                   | \$ 135,640,173  |  |  | \$ 135,640,173                       |
| Audit Adjustments/Other Restatements      | 9793/9795              |   |  |  | \$ -                                 |
| <b>ENDING FUND BALANCE</b>                |                        | \$ 89,266,486   | \$ (264,896)   | \$ (804,814)   | \$ 88,196,776                        |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |                                      |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                           |
| Restricted                                | 9740                   |   |  |  |                                      |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                      |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                           |
| Reserve for Economic Uncertainties        | 9789                   | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                        |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 71,083,561   | \$ (264,896)   | \$ 9,370,666   | \$ 80,189,331                        |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund  
Teamsters**

Bargaining Unit:

| Object Code                               |           | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|-----------|---|--|--|--|
|   |           | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |           |   |  |  |  |
| LCFF Revenue                              | 8010-8099 | \$ 2,478,216  |  | \$ -   | \$ 2,478,216                               |
| Federal Revenue                           | 8100-8299 | \$ 148,230,947  |  | \$ -   | \$ 148,230,947                             |
| Other State Revenue                       | 8300-8599 | \$ 115,349,693  |  | \$ -   | \$ 115,349,693                             |
| Other Local Revenue                       | 8600-8799 | \$ 4,064,125  |  | \$ -   | \$ 4,064,125                               |
| <b>TOTAL REVENUES</b>                     |           | \$ 270,122,981  |  | \$ -   | \$ 270,122,981                             |
| <b>EXPENDITURES</b>                       |           |   |  |  |  |
| Certificated Salaries                     | 1000-1999 | \$ 91,290,982   |  | \$ 108,434   | \$ 91,399,416                              |
| Classified Salaries                       | 2000-2999 | \$ 36,636,048   | \$ 14,836  | \$ 58,801  | \$ 36,709,684                              |
| Employee Benefits                         | 3000-3999 | \$ 88,493,691   | \$ 5,474   | \$ 45,661  | \$ 88,544,827                              |
| Books and Supplies                        | 4000-4999 | \$ 46,803,994   |  |  | \$ 46,803,994                              |
| Services and Other Operating Expenditures | 5000-5999 | \$ 112,606,894  |  |  | \$ 112,606,894                             |
| Capital Outlay                            | 6000-6999 | \$ 22,969,217   |  | \$ -   | \$ 22,969,217                              |
| Other Outgo (excluding Indirect Costs)    | 7100-7299 | \$ -  |  | \$ -   | \$ -                                       |
| Transfers of Indirect Costs               | 7300-7399 | \$ 7,218,308  |  | \$ -   | \$ 7,218,308                               |
| <b>TOTAL EXPENDITURES</b>                 |           | \$ 406,019,133  | \$ 20,310  | \$ 212,897   | \$ 406,252,340                             |
| <b>OTHER FINANCING SOURCES/USES</b>       |           |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Transfers Out and Other Uses              | 7600-7699 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Contributions                             | 8980-8999 | \$ 122,013,844  | \$ -   | \$ -   | \$ 122,013,844                             |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |           | \$ (13,882,308)   | \$ (20,310)  | \$ (212,897)   | \$ (14,115,515)                            |
| <b>BEGINNING FUND BALANCE</b>             |           |   |  |  |  |
| Audit Adjustments/Other Restatements      | 9793/9795 | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |           | \$ 108,410,253  | \$ (20,310)  | \$ (212,897)   | \$ 108,177,046                             |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |           |   |  |  |  |
| Nonspendable                              | 9711-9719 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted                                | 9740      | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046                             |
| Committed                                 | 9750-9760 |   |  |  |  |
| Assigned Amounts                          | 9780      |   |  |  |  |
| Reserve for Economic Uncertainties        | 9789      |   | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount          | 9790      | \$ -  | \$ (20,310)  | \$ 20,310  | \$ -                                       |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

Teamsters

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
| Object Code                               |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| LCFF Revenue                              | 8010-8099              | \$ 502,833,480  |  | \$ -   | \$ 502,833,480                             |
| Federal Revenue                           | 8100-8299              | \$ 148,230,947  |  | \$ -   | \$ 148,230,947                             |
| Other State Revenue                       | 8300-8599              | \$ 127,493,963  |  | \$ -   | \$ 127,493,963                             |
| Other Local Revenue                       | 8600-8799              | \$ 11,653,004   |  | \$ -   | \$ 11,653,004                              |
| <b>TOTAL REVENUES</b>                     |                        | <b>\$ 790,211,394</b>   |  | <b>\$ -</b>  | <b>\$ 790,211,394</b>                      |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 310,088,646  | \$ -   | \$ 764,832   | \$ 310,853,477                             |
| Classified Salaries                       | 2000-2999              | \$ 89,282,138   | \$ 208,332   | \$ 61,250  | \$ 89,551,719                              |
| Employee Benefits                         | 3000-3999              | \$ 227,767,467  | \$ 76,874  | \$ 191,629   | \$ 228,035,970                             |
| Books and Supplies                        | 4000-4999              | \$ 54,920,975   |  | \$ -   | \$ 54,920,975                              |
| Services and Other Operating Expenditures | 5000-5999              | \$ 146,141,546  |  | \$ -   | \$ 146,141,546                             |
| Capital Outlay                            | 6000-6999              | \$ 24,516,394   |  | \$ -   | \$ 24,516,394                              |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                               |
| Transfers of Indirect Costs               | 7300-7399              | \$ (1,391,814)  |  | \$ -   | \$ (1,391,814)                             |
| <b>TOTAL EXPENDITURES</b>                 |                        | <b>\$ 852,835,651</b>   | <b>\$ 285,206</b>  | <b>\$ 1,017,710</b>  | <b>\$ 854,138,568</b>                      |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfer In and Other Sources             | 8900-8979              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                                 |
| Contributions                             | 8980-8999              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | <b>\$ (60,255,996)</b>  | <b>\$ (285,206)</b>  | <b>\$ (1,017,710)</b>  | <b>\$ (61,558,912)</b>                     |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 257,932,734  |  |  | \$ 257,932,734                             |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | <b>\$ 197,676,739</b>   | <b>\$ (285,206)</b>  | <b>\$ (1,017,710)</b>  | <b>\$ 196,373,822</b>                      |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                                 |
| Restricted                                | 9740                   | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046                             |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                            |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                                 |
| Reserve for Economic Uncertainties        | 9789                   | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                              |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 71,083,561   | \$ (285,206)   | \$ 9,390,976   | \$ 80,189,331                              |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 11 - Adult Education Fund**

Bargaining Unit:

Teamsters

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
|   |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| Object Code                               |                        |   |  |  |  |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| Federal Revenue                           | 8100-8299              | \$ 1,414,904  |  | \$ -   | \$ 1,414,904                               |
| Other State Revenue                       | 8300-8599              | \$ 2,386,205  |  | \$ -   | \$ 2,386,205                               |
| Other Local Revenue                       | 8600-8799              | \$ 3,342,562  |  | \$ -   | \$ 3,342,562                               |
| <b>TOTAL REVENUES</b>                     |                        | \$ 7,143,671  |  | \$ -   | \$ 7,143,671                               |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 2,411,512  | \$ -   | \$ -   | \$ 2,411,512                               |
| Classified Salaries                       | 2000-2999              | \$ 1,316,412  | \$ 6,125   | \$ -   | \$ 1,322,536                               |
| Employee Benefits                         | 3000-3999              | \$ 2,394,425  | \$ 2,260   | \$ -   | \$ 2,396,685                               |
| Books and Supplies                        | 4000-4999              | \$ 475,871  |  | \$ -   | \$ 475,871                                 |
| Services and Other Operating Expenditures | 5000-5999              | \$ 1,029,743  |  | \$ -   | \$ 1,029,743                               |
| Capital Outlay                            | 6000-6999              | \$ 43,119   |  | \$ -   | \$ 43,119                                  |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ -  |  | \$ -   | \$ -                                       |
| Transfers of Indirect Costs               | 7300-7399              | \$ 75,212   |  | \$ -   | \$ 75,212                                  |
| <b>TOTAL EXPENDITURES</b>                 |                        | \$ 7,746,293  | \$ 8,385   | \$ -   | \$ 7,754,678                               |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979              | \$ 107,138  |  | \$ -   | \$ 107,138                                 |
| Transfers Out and Other Uses              | 7600-7699              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | \$ (495,484)  | \$ (8,385)   | \$ -   | \$ (503,869)                               |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 1,061,008  |  |  | \$ 1,061,008                               |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | \$ 565,523  | \$ (8,385)   | \$ -   | \$ 557,139                                 |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted                                | 9740                   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Assigned                                  | 9780                   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Reserve for Economic Uncertainties        | 9789                   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 565,523  | \$ (8,385)   | \$ -   | \$ 557,139                                 |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Charter Fund 09**  
Bargaining Unit: **Teamsters**

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
| Object Code                               |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| Federal Revenue                           | 8100-8299              | \$ 702,633  |  | \$ -   | \$ 702,633                                 |
| Other State Revenue                       | 8300-8599              | \$ 2,339,081  |  | \$ -   | \$ 2,339,081                               |
| Other Local Revenue                       | 8600-8799              | \$ 5,000  |  | \$ -   | \$ 5,000                                   |
| <b>TOTAL REVENUES</b>                     |                        | \$ 3,046,714  |  | \$ -   | \$ 3,046,714                               |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 9,824,941  |  | \$ 36,821  | \$ 9,861,762                               |
| Classified Salaries                       | 2000-2999              | \$ 1,267,415  | \$ 7,164   |  | \$ 1,274,579                               |
| Employee Benefits                         | 3000-3999              | \$ 6,294,201  | \$ 2,644   | \$ 8,137   | \$ 6,304,982                               |
| Books and Supplies                        | 4000-4999              | \$ 3,532,887  |  | \$ -   | \$ 3,532,887                               |
| Services and Other Operating Expenditures | 5000-5999              | \$ 2,232,066  |  | \$ -   | \$ 2,232,066                               |
| Capital Outlay                            | 6000-6999              | \$ 183,608  |  | \$ -   | \$ 183,608                                 |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 75,270   |  | \$ -   | \$ 75,270                                  |
| Transfers of Indirect Costs               | 7300-7399              | \$ -  |  | \$ -   | \$ -                                       |
| <b>TOTAL EXPENDITURES</b>                 |                        | \$ 23,410,387   | \$ 9,808   | \$ 44,958  | \$ 23,465,153                              |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Transfers Out and Other Uses              | 7600-7699              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | \$ (22,839,072)   | \$ (9,808)   | \$ (44,958)  | \$ (22,893,838)                            |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 15,520,269   |  |  | \$ 15,520,269                              |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | \$ (7,318,803)  | \$ (9,808)   | \$ (44,958)  | \$ (7,373,569)                             |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted                                | 9740                   | \$ 5,692,901  | \$ -   | \$ -   | \$ 5,692,901                               |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Assigned                                  | 9780                   | \$ 6,340,560  | \$ -   | \$ -   | \$ 6,340,560                               |
| Reserve for Economic Uncertainties        | 9789                   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount          | 9790                   | \$ (19,352,265)   | \$ (9,808)   | \$ (44,958)  | \$ (19,407,031)                            |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

| Page 4a: Unrestricted General Fund | Amount     | Explanation  |
|------------------------------------|------------|--|
| Revenues                           | \$ -       |  |
| Expenditures                       | \$ 804,814 | Projected total cost of other settlement agreements including UPE, Teams |
| Other Financing Sources/Uses       | \$ -       |  |

| Page 4b: Restricted General Fund | Amount     | Explanation  |
|----------------------------------|------------|--|
| Revenues                         | \$ -       |  |
| Expenditures                     | \$ 212,897 | Projected total cost of other settlement agreements including UPE, Teams |
| Other Financing Sources/Uses     | \$ -       |  |

| Page 4d: Fund 11 - Adult Education Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                | \$ -   |             |
| Expenditures                            | \$ -   |             |
| Other Financing Sources/Uses            | \$ -   |             |

| Page 4e: Fund 12 - Child Development Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                  | \$ -   |             |
| Expenditures                              | \$ -   |             |
| Other Financing Sources/Uses              | \$ -   |             |

| Page 4f: Fund 13/61 - Cafeteria Fund | Amount | Explanation |
|--------------------------------------|--------|-------------|
| Revenues                             | \$ -   |             |
| Expenditures                         | \$ -   |             |
| Other Financing Sources/Uses         | \$ -   |             |

| Page 4g: Other               | Amount | Explanation |
|------------------------------|--------|-------------|
| Revenues                     | \$ -   |             |
| Expenditures                 | \$ -   |             |
| Other Financing Sources/Uses | \$ -   |             |

| Page 4h: Other               | Amount    | Explanation |
|------------------------------|-----------|-------------|
| Revenues                     | \$ -      |             |
| Expenditures                 | \$ 44,958 |             |
| Other Financing Sources/Uses | \$ -      |             |

Additional Comments:

Sacramento City Unified School District  
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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit: Teamsters

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 500,355,264                        | \$ 486,482,344                         | \$ 487,802,278                          |
| Federal Revenue 8100-8299                                     | \$ -                                  | \$ -                                   | \$ -                                    |
| Other State Revenue 8300-8599                                 | \$ 12,144,270                         | \$ 16,034,263                          | \$ 16,034,263                           |
| Other Local Revenue 8600-8799                                 | \$ 7,588,879                          | \$ 4,400,000                           | \$ 4,400,000                            |
| <b>TOTAL REVENUES</b>   | <b>\$ 520,088,413</b>                 | <b>\$ 506,916,607</b>                  | <b>\$ 508,236,541</b>                   |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 219,454,061                        | \$ 215,574,319                         | \$ 220,809,837                          |
| Classified Salaries 2000-2999                                 | \$ 52,842,035                         | \$ 48,090,834                          | \$ 49,464,653                           |
| Employee Benefits 3000-3999                                   | \$ 139,491,144                        | \$ 136,552,400                         | \$ 147,553,448                          |
| Books and Supplies 4000-4999                                  | \$ 8,116,981                          | \$ 8,736,981                           | \$ 8,736,981                            |
| Services and Other Operating Expenditures 5000-5999           | \$ 33,534,652                         | \$ 31,711,263                          | \$ 31,711,263                           |
| Capital Outlay 6000-6999                                      | \$ 1,547,177                          | \$ 86,235                              | \$ 86,235                               |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300                          | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs 7300-7399                         | \$ (8,610,122)                        | \$ (6,757,168)                         | \$ (6,837,869)                          |
| Other Adjustments   |                                       |  |   |
| <b>TOTAL EXPENDITURES</b>                                     | <b>\$ 447,886,228</b>                 | <b>\$ 435,505,164</b>                  | <b>\$ 453,034,848</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399                          | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138                            |  |   |
| Contributions 8980-8999                                       | \$ (122,013,844)                      | \$ (124,525,822)                       | \$ (137,787,851)                        |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | <b>\$ (47,443,398)</b>                | <b>\$ (50,746,118)</b>                 | <b>\$ (80,217,896)</b>                  |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 135,640,173                        | \$ 88,196,776                          | \$ 37,450,658                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | <b>\$ 88,196,776</b>                  | <b>\$ 37,450,658</b>                   | <b>\$ (42,767,238)</b>                  |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ 325,000                            | \$ 325,000                             | \$ 325,000                              |
| Restricted 9740   |                                       |  |   |
| Committed 9750-9760   | \$ (10,000,000)                       | \$ -                                   | \$ -                                    |
| Assigned 9780   | \$ 848,577                            | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties 9789                       | \$ 16,833,868                         | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount 9790                         | \$ 80,189,331                         | \$ 21,959,012                          | \$ (57,876,431)                         |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit: Teamsters

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 2,478,216                          | \$ 2,478,216                           | \$ 2,478,216                            |
| Federal Revenue 8100-8299                                     | \$ 148,230,947                        | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue 8300-8599                                 | \$ 115,349,693                        | \$ 98,850,518                          | \$ 98,850,518                           |
| Other Local Revenue 8600-8799                                 | \$ 4,064,125                          | \$ 2,519,507                           | \$ 2,519,507                            |
| <b>TOTAL REVENUES</b>   | <b>\$ 270,122,981</b>                 | <b>\$ 142,988,019</b>                  | <b>\$ 142,988,019</b>                   |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 91,399,416                         | \$ 90,845,159                          | \$ 72,221,407                           |
| Classified Salaries 2000-2999                                 | \$ 36,709,684                         | \$ 37,094,592                          | \$ 29,212,415                           |
| Employee Benefits 3000-3999                                   | \$ 88,544,827                         | \$ 94,471,291                          | \$ 83,064,708                           |
| Books and Supplies 4000-4999                                  | \$ 46,803,994                         | \$ 13,035,699                          | \$ 13,136,290                           |
| Services and Other Operating Expenditures 5000-5999           | \$ 112,606,894                        | \$ 83,731,333                          | \$ 86,719,153                           |
| Capital Outlay 6000-6999                                      | \$ 22,969,217                         | \$ 4,483,222                           | \$ 4,483,222                            |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers of Indirect Costs 7300-7399                         | \$ 7,218,308                          | \$ 5,365,354                           | \$ 5,446,055                            |
| Other Adjustments   |                                       | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                                     | <b>\$ 406,252,340</b>                 | <b>\$ 326,462,652</b>                  | <b>\$ 289,810,250</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers Out and Other Uses 7600-7699                        | \$ -                                  | \$ -                                   | \$ -                                    |
| Contributions 8980-8999                                       | \$ 122,013,844                        | \$ 124,525,822                         | \$ 137,787,851                          |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | <b>\$ (14,115,515)</b>                | <b>\$ (58,948,811)</b>                 | <b>\$ (9,034,380)</b>                   |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 122,292,561                        | \$ 108,177,046                         | \$ 49,228,236                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | <b>\$ 108,177,046</b>                 | <b>\$ 49,228,236</b>                   | <b>\$ 40,193,856</b>                    |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ -                                  | \$ -                                   | \$ -                                    |
| Restricted 9740   | \$ 108,177,046                        | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed 9750-9760   |                                       |  |   |
| Assigned 9780   |                                       |  |   |
| Reserve for Economic Uncertainties 9789                       | \$ -                                  | \$ -                                   | \$ -                                    |
| Unassigned/Unappropriated Amount 9790                         | \$ -                                  | \$ (466,414)                           | \$ (699,620)                            |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**

Bargaining Unit: Teamsters

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 502,833,480                        | \$ 488,960,560                         | \$ 490,280,494                          |
| Federal Revenue 8100-8299                                     | \$ 148,230,947                        | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue 8300-8599                                 | \$ 127,493,963                        | \$ 114,884,781                         | \$ 114,884,782                          |
| Other Local Revenue 8600-8799                                 | \$ 11,653,004                         | \$ 6,919,507                           | \$ 6,919,507                            |
| <b>TOTAL REVENUES</b>   | <b>\$ 790,211,394</b>                 | <b>\$ 649,904,626</b>                  | <b>\$ 651,224,560</b>                   |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 310,853,477                        | \$ 306,419,479                         | \$ 293,031,244                          |
| Classified Salaries 2000-2999                                 | \$ 89,551,719                         | \$ 85,185,426                          | \$ 78,677,069                           |
| Employee Benefits 3000-3999                                   | \$ 228,035,970                        | \$ 231,023,691                         | \$ 230,618,156                          |
| Books and Supplies 4000-4999                                  | \$ 54,920,975                         | \$ 21,772,680                          | \$ 21,873,271                           |
| Services and Other Operating Expenditures 5000-5999           | \$ 146,141,546                        | \$ 115,442,596                         | \$ 118,430,416                          |
| Capital Outlay 6000-6999                                      | \$ 24,516,394                         | \$ 4,569,457                           | \$ 4,569,457                            |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300                          | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs 7300-7399                         | \$ (1,391,814)                        | \$ (1,391,814)                         | \$ (1,391,814)                          |
| Other Adjustments   |                                       | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                                     | <b>\$ 854,138,568</b>                 | <b>\$ 761,967,815</b>                  | <b>\$ 742,845,098</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399                          | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138                            | \$ -                                   | \$ -                                    |
| Contributions 8980-8999                                       | \$ -                                  | \$ -                                   | \$ -                                    |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | <b>\$ (61,558,912)</b>                | <b>\$ (109,694,928)</b>                | <b>\$ (89,252,276)</b>                  |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 257,932,734                        | \$ 196,373,822                         | \$ 86,678,894                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | <b>\$ 196,373,822</b>                 | <b>\$ 86,678,894</b>                   | <b>\$ (2,573,382)</b>                   |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ 325,000                            | \$ 325,000                             | \$ 325,000                              |
| Restricted 9740   | \$ 108,177,046                        | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed 9750-9760   | \$ (10,000,000)                       | \$ -                                   | \$ -                                    |
| Assigned 9780   | \$ 848,577                            | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties 9789                       | \$ 16,833,868                         | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount 9790                         | \$ 80,189,331                         | \$ 21,492,598                          | \$ (58,576,051)                         |

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2023-24        | 2024-25        | 2025-26        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| b. | Less: Special Education Pass-Through Funds   |                | \$ -           | \$ -           |
| c. | Net Expenditures, Transfers Out, and Uses  | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| d. | State Standard Minimum Reserve Percentage for this District<br>Enter percentage  | 2.00%          | 2.00%          | 2.00%          |
| e. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000) | \$ 17,084,914  | \$ 15,239,356  | \$ 14,856,902  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |  |               |               |                 |
|----|--|---------------|---------------|-----------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)      | \$ 16,833,868 | \$ 15,166,646 | \$ 14,784,193   |
| b. | General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)           | \$ 80,189,331 | \$ 21,959,012 | \$ (57,876,431) |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -            |
| d. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)      | \$ -          | \$ -          | \$ -            |
| e. | Total Available Reserves   | \$ 97,023,199 | \$ 37,125,658 | \$ (43,092,238) |
| f. | Reserve for Economic Uncertainties Percentage  | 11.36%        | 4.87%         | -5.80%          |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                                     |
|---------|-----|-------------------------------------|----|-------------------------------------|
| 2023-24 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2024-25 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2025-26 | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

The district continues to strategically plan on future budget adjustments necessary to balance the budget.

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)**

**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

|  |              |
|--|--------------|
| Total Compensation Increase/(Decrease) on Page 1, Section A, #5              | \$ 303,398   |
| General Fund balance Increase/(Decrease), Page 4c, Column 2                  | \$ (285,206) |
| Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2          | \$ (8,385)   |
| Child Development Fund balance Increase/(Decrease), Page 4e, Column 2        | \$ -         |
| Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2                | \$ (357,634) |
| Other Fund balance Increase/(Decrease), Page 4g, Column 2                    | \$ -         |
| Other Fund balance Increase/(Decrease), Page 4h, Column 2                    | \$ (9,808)   |
| Total all fund balances Increase/(Decrease) as a result of the settlement(s) | \$ (661,032) |

**Variance** \$ (357,634)

**Variance Explanation:**

Variance due to other agreements happening that are impacting the funds listed on this form

**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

| <u>General Fund Combined</u>                             | <u>Surplus/<br/>(Deficit)</u> | <u>(Deficit) %</u> | <u>Deficit primarily due to:</u> |
|--|-------------------------------|--------------------|----------------------------------|
| Current FY Surplus/(Deficit) before settlement(s)?       | \$ (60,255,996)               | (7.1%)             |                                  |
| Current FY Surplus/(Deficit) after settlement(s)?        | \$ (61,558,912)               | (7.2%)             |                                  |
| 1st Subsequent FY Surplus/(Deficit) after settlement(s)? | #####                         | (14.4%)            |                                  |
| 2nd Subsequent FY Surplus/(Deficit) after settlement(s)? | \$ (89,252,276)               | (12.0%)            |                                  |

**Deficit Reduction Plan (as necessary):**

**7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

| <u>MYP</u>                              | <u>Amount</u>  | <u>"Other Adjustments" Explanation</u>                                  |
|---|----------------|---|
| 1st Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 1st Subsequent FY Restricted, Page 5b   | \$ (2,563,999) | Projected reduction to categorical programs to offset salary increases. |
| 2nd Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 2nd Subsequent FY Restricted, Page 5b   | \$ (4,473,001) | Projected reduction to categorical programs to offset salary increases. |

Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ 1,723,701                                     |
| Ending Balance(s) Increase/(Decrease)                 | \$ (1,723,701)                                   |

Subsequent Years

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ -   |
| Ending Balance(s) Increase/(Decrease)                 | \$ -   |

**Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify                       I am unable to certify

|   |             |
|---|-------------|
| <b>District Superintendent</b><br>(Signature) | <b>Date</b> |
|---|-------------|

I hereby certify                       I am unable to certify

|   |             |
|---|-------------|
| <b>Chief Business Official</b><br>(Signature) | <b>Date</b> |
|---|-------------|

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Sacramento City Unified School District

**District Name**

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the Teamsters Classified Supervisors union.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

5

**Tentative Agreement**

**Between  
The Sacramento City Unified School District  
&  
Teamsters, Local 150**

**April 18, 2024**

The Sacramento City Unified School District (SCUSD) and Teamsters hereby agree as follows:

**Contract Term:**

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

Article 6: Compensation  
Article 8: Hours  
Article 9: Assignments  
Article 10: Holidays  
Article 11: Vacations  
Article 13: Transfers/Promotions  
Article 14: Performance Evaluations  
Article 15: Personnel Files  
Article 17: Professional Growth Program  
Article 23: Duration

**Article 6 - Compensation:**

The parties agree to a **four percent (4%)** across-the-board salary increase for the 2023-2024 school year, which will be added to the salary schedule.

The parties agree to a **two percent (2%)** across-the-board salary increase for the 2024-2025 school year, which will be added to the salary schedule.

**Longevity Incentives:**

Longevity Steps: Commencing with the 2023 -2024 school year, Teamsters members will be eligible for longevity steps at the following years:

- 10 years of service = 3% of employee's base salary
- 16 years of service = 4.5% of employee's base salary
- 19 years of service = 6% of employee's base salary
- 22 years of service = 7.5% of employee's base salary
- 25 years of service = 9% of employee's base salary

- 30 years of service = 10.5% of employee's base salary

**Early Opening Impact Days:**

The parties agree that if the State Board of Education (SBE) approves the waiver requested by the District to increase the school year by eight (8) instructional days in the 2024-2025 and the 2025-2026 school years, then the parties agree that Teamsters members on a 12-month calendar, will receive eight (8) Early Opening Impact Days for the 2024-2025 and the 2025-2026 school years that can be used throughout those school years, with prior approval.

**Staffing Ratios:**

In the fall of each year, the District shall provide Teamsters with the anticipated operations staffing ratio for the next school year. Teamsters shall have 15 days to provide feedback and/or meet with a District designee on the staffing ratio for the next school year.

**Classification / Compensation Study**

Teamsters agrees to withdraw its prior request that the District conduct a classification and compensation study.

**Professional Growth Program - Article 17.6 – Salary Allowable**

The parties agree that Article 17.6 language will be amended as follows:

Effective July 1, 2024 the compensation per unit of allowable credit and maximum number of units shall be increased as indicated below:

|         |      |                |
|---------|------|----------------|
| 0-6.5   | \$6  | <u>\$8</u>     |
| 7-13.5  | \$7  | <u>\$10</u>    |
| 14-20.5 | \$8  | <u>\$11</u>    |
| 21-48.5 | \$9  | <u>\$12.50</u> |
| 49-60   | \$10 | <u>\$14</u>    |

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit.

The remainder of the Article 17.6 remains the same.

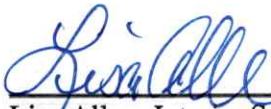
**Completion of Negotiations:**

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.



**For SCUSD**



\_\_\_\_\_  
Lisa Allen, Interim Superintendent

4/30/24  
\_\_\_\_\_  
Date

**For Teamsters**

\_\_\_\_\_  
Negotiators / Teamsters Members

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Alan Daurie, Business Agent

4/24/24  
\_\_\_\_\_  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

**Meeting Date:** May 16, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the United Professional Educators (UPE)

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and UPE for school years 2023-24, 2024-25 and 2025-26.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase retroactive to July 1, 2023 for all represented UPE members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year for all represented UPE members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

The attached agreement closes all negotiations for the period from July 1, 2023 to June 30, 2026.

**Financial Considerations:** Retroactive costs for all funds for the 2023-24 year of approximately \$995.2K, ongoing costs of \$1.5M for all funds.

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence.

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and UPE

**Estimated Time of Presentation:** 5 Minutes

**Submitted by:** Janea Marking, Chief Business and Operation  
Officer

**Approved by:** Lisa Allen, Superintendent

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

|                                  |   |
|----------------------------------|---|
| Name of School District:         | Sacramento City Unified School District |
| Name of Bargaining Unit:         | United Professional Educators           |
| Certificated, Classified, Other: | Certificated                            |

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**  
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation<br><br>All Funds - Combined  | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement<br><small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step &amp; Column increases)</small> |                               |                               |
|---|--|---|-------------------------------|-------------------------------|
|   |  | Year 1<br>Increase/(Decrease)   | Year 2<br>Increase/(Decrease) | Year 3<br>Increase/(Decrease) |
|   |  | 2023-24   | 2024-25                       | 2025-26                       |
| 1. <b>Salary Schedule</b><br>Including Step and Column  | \$ 20,375,438                            | \$ 815,018  | \$ 1,238,827                  | \$ 1,238,827                  |
|   |  | 4.00%   | 5.85%                         | 5.52%                         |
| 2. <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 998,241                               |   | \$ -                          | \$ -                          |
|   |  | 0.00%   | 0.00%                         | 0.00%                         |
| <b>Description of Other Compensation</b>  |  |   |                               |                               |
| 3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>   | \$ 4,502,972                             | \$ 180,119  | \$ 273,781                    | \$ 273,781                    |
|   |  | 4.00%   | 5.85%                         | 5.52%                         |
| 4. <b>Health/Welfare Plans</b>  | \$ 2,978,906                             | \$ -  | \$ -                          | \$ -                          |
|   |  | 0.00%   | 0.00%                         | 0.00%                         |
| 5. <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                    | \$ 28,855,556                            | \$ 995,136  | \$ 1,512,608                  | \$ 1,512,608                  |
|   |  | 3.45%   | 5.07%                         | 4.82%                         |
| 6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)                                       | 147.00                                   |   |                               |                               |
| 7. <b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>                                       | \$ 196,296                               | \$ 6,770  | \$ 10,290                     | \$ 10,290                     |
|   |  | 3.45%   | 5.07%                         | 4.82%                         |

**A. Proposed Change in Compensation (Continued)**

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented UPE members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

NA

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

NA

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing cost is to be funded with unrestricted and restricted general funds in the current year and subsequent years.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

NA

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund  
United Professional Educators**

Bargaining Unit:

| Object Code                               |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
|   |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| LCFF Revenue                              | 8010-8099              | \$ 500,355,264  |  | \$ -   | \$ 500,355,264                             |
| Federal Revenue                           | 8100-8299              | \$ -  |  | \$ -   | \$ -                                       |
| Other State Revenue                       | 8300-8599              | \$ 12,144,270   |  | \$ -   | \$ 12,144,270                              |
| Other Local Revenue                       | 8600-8799              | \$ 7,588,879  |  | \$ -   | \$ 7,588,879                               |
| <b>TOTAL REVENUES</b>                     |                        | \$ 520,088,413  |  | \$ -   | \$ 520,088,413                             |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 218,797,664  | \$ 656,397   | \$ -   | \$ 219,454,061                             |
| Classified Salaries                       | 2000-2999              | \$ 52,646,090   | \$ -   | \$ 195,945   | \$ 52,842,035                              |
| Employee Benefits                         | 3000-3999              | \$ 139,273,776  | \$ 145,064   | \$ 72,304  | \$ 139,491,144                             |
| Books and Supplies                        | 4000-4999              | \$ 8,116,981  |  | \$ -   | \$ 8,116,981                               |
| Services and Other Operating Expenditures | 5000-5999              | \$ 33,534,652   |  | \$ -   | \$ 33,534,652                              |
| Capital Outlay                            | 6000-6999              | \$ 1,547,177  |  | \$ -   | \$ 1,547,177                               |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                               |
| Transfers of Indirect Costs               | 7300-7399              | \$ (8,610,122)  |  | \$ -   | \$ (8,610,122)                             |
| <b>TOTAL EXPENDITURES</b>                 |                        | \$ 446,816,518  | \$ 801,461   | \$ 268,249   | \$ 447,886,228                             |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                                 |
| Contributions                             | 8980-8999              | \$ (122,013,844)  | \$ -   |  | \$ (122,013,844)                           |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | \$ (46,373,688)   | \$ (801,461)   | \$ (268,249)   | \$ (47,443,398)                            |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 135,640,173  |  |  | \$ 135,640,173                             |
| Audit Adjustments/Other Restatements      | 9793/9795              |   |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | \$ 89,266,485   | \$ (801,461)   | \$ (268,249)   | \$ 88,196,776                              |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                                 |
| Restricted                                | 9740                   |   |  |  |  |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                            |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                                 |
| Reserve for Economic Uncertainties        | 9789                   | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                              |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 71,083,560   | \$ (801,461)   | \$ 9,907,231   | \$ 80,189,331                              |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund  
United Professional Educators**

Bargaining Unit:

| Object Code                               |           | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|-----------|---|--|--|--|
|   |           | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |           |   |  |  |  |
| LCFF Revenue                              | 8010-8099 | \$ 2,478,216  |  | \$ -   | \$ 2,478,216                               |
| Federal Revenue                           | 8100-8299 | \$ 148,230,947  |  | \$ -   | \$ 148,230,947                             |
| Other State Revenue                       | 8300-8599 | \$ 115,349,693  |  | \$ -   | \$ 115,349,693                             |
| Other Local Revenue                       | 8600-8799 | \$ 4,064,125  |  | \$ -   | \$ 4,064,125                               |
| <b>TOTAL REVENUES</b>                     |           | \$ 270,122,981  |  | \$ -   | \$ 270,122,981                             |
| <b>EXPENDITURES</b>                       |           |   |  |  |  |
| Certificated Salaries                     | 1000-1999 | \$ 91,290,982   | \$ 108,434   | \$ -   | \$ 91,399,416                              |
| Classified Salaries                       | 2000-2999 | \$ 36,636,048   |  | \$ 73,636  | \$ 36,709,684                              |
| Employee Benefits                         | 3000-3999 | \$ 88,493,691   | \$ 23,964  | \$ 27,172  | \$ 88,544,827                              |
| Books and Supplies                        | 4000-4999 | \$ 46,803,994   |  |  | \$ 46,803,994                              |
| Services and Other Operating Expenditures | 5000-5999 | \$ 112,606,894  |  | \$ -   | \$ 112,606,894                             |
| Capital Outlay                            | 6000-6999 | \$ 22,969,217   |  | \$ -   | \$ 22,969,217                              |
| Other Outgo (excluding Indirect Costs)    | 7100-7299 | \$ -  |  | \$ -   | \$ -                                       |
| Transfers of Indirect Costs               | 7300-7399 | \$ 7,218,308  |  | \$ -   | \$ 7,218,308                               |
| <b>TOTAL EXPENDITURES</b>                 |           | \$ 406,019,133  | \$ 132,398   | \$ 100,808   | \$ 406,252,340                             |
| <b>OTHER FINANCING SOURCES/USES</b>       |           |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Transfers Out and Other Uses              | 7600-7699 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Contributions                             | 8980-8999 | \$ 122,013,844  | \$ -   | \$ -   | \$ 122,013,844                             |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |           | \$ (13,882,308)   | \$ (132,398)   | \$ (100,808)   | \$ (14,115,515)                            |
| <b>BEGINNING FUND BALANCE</b>             |           |   |  |  |  |
| Audit Adjustments/Other Restatements      | 9793/9795 | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |           | \$ 108,410,253  | \$ (132,398)   | \$ (100,808)   | \$ 108,177,046                             |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |           |   |  |  |  |
| Nonspendable                              | 9711-9719 | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted                                | 9740      | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046                             |
| Committed                                 | 9750-9760 |   |  |  |  |
| Assigned Amounts                          | 9780      |   |  |  |  |
| Reserve for Economic Uncertainties        | 9789      |   | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount          | 9790      | \$ -  | \$ (132,398)   | \$ 132,398   | \$ -                                       |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**  
Bargaining Unit: United Professional Educators

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
| Object Code                               |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| LCFF Revenue                              | 8010-8099              | \$ 502,833,480  |  | \$ -   | \$ 502,833,480                             |
| Federal Revenue                           | 8100-8299              | \$ 148,230,947  |  | \$ -   | \$ 148,230,947                             |
| Other State Revenue                       | 8300-8599              | \$ 127,493,963  |  | \$ -   | \$ 127,493,963                             |
| Other Local Revenue                       | 8600-8799              | \$ 11,653,004   |  | \$ -   | \$ 11,653,004                              |
| <b>TOTAL REVENUES</b>                     |                        | <b>\$ 790,211,394</b>   |  | <b>\$ -</b>  | <b>\$ 790,211,394</b>                      |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 310,088,646  | \$ 764,832   | \$ -   | \$ 310,853,477                             |
| Classified Salaries                       | 2000-2999              | \$ 89,282,138   | \$ -   | \$ 269,581   | \$ 89,551,719                              |
| Employee Benefits                         | 3000-3999              | \$ 227,767,467  | \$ 169,028   | \$ 99,476  | \$ 228,035,970                             |
| Books and Supplies                        | 4000-4999              | \$ 54,920,975   |  | \$ -   | \$ 54,920,975                              |
| Services and Other Operating Expenditures | 5000-5999              | \$ 146,141,546  |  | \$ -   | \$ 146,141,546                             |
| Capital Outlay                            | 6000-6999              | \$ 24,516,394   |  | \$ -   | \$ 24,516,394                              |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 | \$ 1,510,300  |  | \$ -   | \$ 1,510,300                               |
| Transfers of Indirect Costs               | 7300-7399              | \$ (1,391,814)  |  | \$ -   | \$ (1,391,814)                             |
| <b>TOTAL EXPENDITURES</b>                 |                        | <b>\$ 852,835,651</b>   | <b>\$ 933,859</b>  | <b>\$ 369,057</b>  | <b>\$ 854,138,568</b>                      |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfer In and Other Sources             | 8900-8979              | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| Transfers Out and Other Uses              | 7600-7699              | \$ 107,138  | \$ -   | \$ -   | \$ 107,138                                 |
| Contributions                             | 8980-8999              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | <b>\$ (60,255,996)</b>  | <b>\$ (933,859)</b>  | <b>\$ (369,057)</b>  | <b>\$ (61,558,912)</b>                     |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 257,932,734  |  |  | \$ 257,932,734                             |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | <b>\$ 197,676,738</b>   | <b>\$ (933,859)</b>  | <b>\$ (369,057)</b>  | <b>\$ 196,373,822</b>                      |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ 325,000  | \$ -   | \$ -   | \$ 325,000                                 |
| Restricted                                | 9740                   | \$ 108,410,253  | \$ -   | \$ (233,207)   | \$ 108,177,046                             |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ (10,000,000)  | \$ (10,000,000)                            |
| Assigned                                  | 9780                   | \$ 848,577  | \$ -   | \$ -   | \$ 848,577                                 |
| Reserve for Economic Uncertainties        | 9789                   | \$ 17,009,348   | \$ -   | \$ (175,480)   | \$ 16,833,868                              |
| Unassigned/Unappropriated Amount          | 9790                   | \$ 71,083,560   | \$ (933,859)   | \$ 10,039,630  | \$ 80,189,331                              |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 12 - Child Development Fund**

Bargaining Unit:

United Professional Educators

|   |                        | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|------------------------|---|--|--|--|
|   |                        | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| Object Code                               |                        |   |  |  |  |
| <b>REVENUES</b>                           |                        |   |  |  |  |
| Federal Revenue                           | 8100-8299              | \$ 7,441,808  |  | \$ -   | \$ 7,441,808                               |
| Other State Revenue                       | 8300-8599              | \$ 11,344,294   |  | \$ -   | \$ 11,344,294                              |
| Other Local Revenue                       | 8600-8799              | \$ 1,420,647  |  | \$ -   | \$ 1,420,647                               |
| <b>TOTAL REVENUES</b>                     |                        | \$ 20,206,750   |  | \$ -   | \$ 20,206,750                              |
| <b>EXPENDITURES</b>                       |                        |   |  |  |  |
| Certificated Salaries                     | 1000-1999              | \$ 4,851,589  | \$ 13,365  | \$ -   | \$ 4,864,955                               |
| Classified Salaries                       | 2000-2999              | \$ 2,887,855  | \$ -   | \$ -   | \$ 2,887,855                               |
| Employee Benefits                         | 3000-3999              | \$ 5,890,322  | \$ 2,954   | \$ -   | \$ 5,893,276                               |
| Books and Supplies                        | 4000-4999              | \$ 4,794,380  |  | \$ -   | \$ 4,794,380                               |
| Services and Other Operating Expenditures | 5000-5999              | \$ 330,872  |  | \$ -   | \$ 330,872                                 |
| Capital Outlay                            | 6000-6999              | \$ 24,651   |  | \$ -   | \$ 24,651                                  |
| Other Outgo (excluding Indirect Costs)    | 7100-7299<br>7400-7499 |   |  | \$ -   | \$ -                                       |
| Transfers of Indirect Costs               | 7300-7399              | \$ 567,320  |  | \$ -   | \$ 567,320                                 |
| <b>TOTAL EXPENDITURES</b>                 |                        | \$ 19,346,990   | \$ 16,319  | \$ -   | \$ 19,363,309                              |
| <b>OTHER FINANCING SOURCES/USES</b>       |                        |   |  |  |  |
| Transfers In and Other Sources            | 8900-8979              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Transfers Out and Other Uses              | 7600-7699              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| <b>OPERATING SURPLUS (DEFICIT)*</b>       |                        | \$ 859,760  | \$ (16,319)  | \$ -   | \$ 843,441                                 |
| <b>BEGINNING FUND BALANCE</b>             |                        |   |  |  |  |
|   | 9791                   | \$ 1,239,859  |  |  | \$ 1,239,859                               |
| Audit Adjustments/Other Restatements      | 9793/9795              | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                |                        | \$ 2,099,619  | \$ (16,319)  | \$ -   | \$ 2,083,300                               |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b> |                        |   |  |  |  |
| Nonspendable                              | 9711-9719              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted                                | 9740                   | \$ 1,867,106  | \$ -   | \$ -   | \$ 1,867,106                               |
| Committed                                 | 9750-9760              | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Assigned                                  | 9780                   | \$ 232,513  | \$ -   | \$ -   | \$ 232,513                                 |
| Reserve for Economic Uncertainties        | 9789                   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount          | 9790                   | \$ -  | \$ (16,319)  | \$ -   | \$ (16,319)                                |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Charter Fund 09**  
Bargaining Unit: **United Professional Educators**

| Object Code   | Column 1  | Column 2   | Column 3   | Column 4                                   |
|---|---|--|--|--|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(3/7/24) | Adjustments as a<br>Result of Settlement<br>(compensation) | Other Revisions<br>(agreement support<br>and/or other unit<br>agreement)<br>Explain on Page 4i | Total Revised<br>Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |  |  |
| Federal Revenue 8100-8299                                     | \$ 702,633  |  | \$ -   | \$ 702,633                                 |
| Other State Revenue 8300-8599                                 | \$ 2,339,081  |  | \$ -   | \$ 2,339,081                               |
| Other Local Revenue 8600-8799                                 | \$ 5,000  |  | \$ -   | \$ 5,000                                   |
| <b>TOTAL REVENUES</b>   | \$ 3,046,714  |  | \$ -   | \$ 3,046,714                               |
| <b>EXPENDITURES</b>   |   |  |  |  |
| Certificated Salaries 1000-1999                               | \$ 9,824,941  | \$ 36,821  | \$ -   | \$ 9,861,762                               |
| Classified Salaries 2000-2999                                 | \$ 1,267,415  | \$ -   | \$ 7,164   | \$ 1,274,579                               |
| Employee Benefits 3000-3999                                   | \$ 6,294,201  | \$ 8,137   | \$ 2,644   | \$ 6,304,982                               |
| Books and Supplies 4000-4999                                  | \$ 3,532,887  |  | \$ -   | \$ 3,532,887                               |
| Services and Other Operating Expenditures 5000-5999           | \$ 2,232,066  |  | \$ -   | \$ 2,232,066                               |
| Capital Outlay 6000-6999                                      | \$ 183,608  |  | \$ -   | \$ 183,608                                 |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 75,270   |  | \$ -   | \$ 75,270                                  |
| Transfers of Indirect Costs 7300-7399                         | \$ -  |  | \$ -   | \$ -                                       |
| <b>TOTAL EXPENDITURES</b>                                     | \$ 23,410,387   | \$ 44,958  | \$ 9,808   | \$ 23,465,153                              |
| <b>OTHER FINANCING SOURCES/USES</b>                           |   |  |  |  |
| Transfers In and Other Sources 8900-8979                      | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Transfers Out and Other Uses 7600-7699                        | \$ 2,475,399  | \$ -   | \$ -   | \$ 2,475,399                               |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | \$ (22,839,072)   | \$ (44,958)  | \$ (9,808)   | \$ (22,893,838)                            |
| <b>BEGINNING FUND BALANCE</b>                                 |   |  |  |  |
| 9791  | \$ 15,520,269   |  |  | \$ 15,520,269                              |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -  |  |  | \$ -                                       |
| <b>ENDING FUND BALANCE</b>                                    | \$ (7,318,803)  | \$ (44,958)  | \$ (9,808)   | \$ (7,373,569)                             |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |   |  |  |  |
| Nonspendable 9711-9719  | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Restricted 9740   | \$ 5,692,901  | \$ -   | \$ -   | \$ 5,692,901                               |
| Committed 9750-9760   | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Assigned 9780   | \$ 6,340,560  | \$ -   | \$ -   | \$ 6,340,560                               |
| Reserve for Economic Uncertainties 9789                       | \$ -  | \$ -   | \$ -   | \$ -                                       |
| Unassigned/Unappropriated Amount 9790                         | \$ (19,352,265)   | \$ (44,958)  | \$ (9,808)   | \$ (19,407,031)                            |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

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**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

| Page 4a: Unrestricted General Fund | Amount     | Explanation  |
|------------------------------------|------------|--|
| Revenues                           | \$ -       |  |
| Expenditures                       | \$ 268,249 | Projected total cost of other settlement agreements including UPE, Teams |
| Other Financing Sources/Uses       | \$ -       |  |

| Page 4b: Restricted General Fund | Amount     | Explanation  |
|----------------------------------|------------|--|
| Revenues                         | \$ -       |  |
| Expenditures                     | \$ 100,808 | Reductions to books/operating costs to offset increase in salaries/benefits. |
| Other Financing Sources/Uses     | \$ -       |  |

| Page 4d: Fund 11 - Adult Education Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                | \$ -   |             |
| Expenditures                            | \$ -   |             |
| Other Financing Sources/Uses            | \$ -   |             |

| Page 4e: Fund 12 - Child Development Fund | Amount | Explanation |
|---|--------|-------------|
| Revenues                                  | \$ -   |             |
| Expenditures                              | \$ -   |             |
| Other Financing Sources/Uses              | \$ -   |             |

| Page 4f: Fund 13/61 - Cafeteria Fund | Amount | Explanation |
|--------------------------------------|--------|-------------|
| Revenues                             | \$ -   |             |
| Expenditures                         | \$ -   |             |
| Other Financing Sources/Uses         | \$ -   |             |

| Page 4g: Other               | Amount | Explanation |
|------------------------------|--------|-------------|
| Revenues                     | \$ -   |             |
| Expenditures                 | \$ -   |             |
| Other Financing Sources/Uses | \$ -   |             |

| Page 4h: Other               | Amount   | Explanation |
|------------------------------|----------|-------------|
| Revenues                     | \$ -     |             |
| Expenditures                 | \$ 9,808 |             |
| Other Financing Sources/Uses | \$ -     |             |

Additional Comments:

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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit: **United Professional Educators**

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 500,355,264                        | \$ 486,482,344                         | \$ 487,802,278                          |
| Federal Revenue 8100-8299                                     | \$ -                                  | \$ -                                   | \$ -                                    |
| Other State Revenue 8300-8599                                 | \$ 12,144,270                         | \$ 16,034,263                          | \$ 16,034,263                           |
| Other Local Revenue 8600-8799                                 | \$ 7,588,879                          | \$ 4,400,000                           | \$ 4,400,000                            |
| <b>TOTAL REVENUES</b>   | <b>\$ 520,088,413</b>                 | <b>\$ 506,916,607</b>                  | <b>\$ 508,236,541</b>                   |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 219,454,061                        | \$ 215,574,319                         | \$ 220,809,837                          |
| Classified Salaries 2000-2999                                 | \$ 52,842,035                         | \$ 48,090,834                          | \$ 49,464,653                           |
| Employee Benefits 3000-3999                                   | \$ 139,491,144                        | \$ 136,552,400                         | \$ 147,553,448                          |
| Books and Supplies 4000-4999                                  | \$ 8,116,981                          | \$ 8,736,981                           | \$ 8,736,981                            |
| Services and Other Operating Expenditures 5000-5999           | \$ 33,534,652                         | \$ 31,711,263                          | \$ 31,711,263                           |
| Capital Outlay 6000-6999                                      | \$ 1,547,177                          | \$ 86,235                              | \$ 86,235                               |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300                          | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs 7300-7399                         | \$ (8,610,122)                        | \$ (6,757,168)                         | \$ (6,837,869)                          |
| Other Adjustments   |                                       |  |   |
| <b>TOTAL EXPENDITURES</b>                                     | <b>\$ 447,886,228</b>                 | <b>\$ 435,505,164</b>                  | <b>\$ 453,034,848</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399                          | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138                            |  |   |
| Contributions 8980-8999                                       | \$ (122,013,844)                      | \$ (124,525,822)                       | \$ (137,787,851)                        |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | <b>\$ (47,443,398)</b>                | <b>\$ (50,746,118)</b>                 | <b>\$ (80,217,896)</b>                  |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 135,640,173                        | \$ 88,196,776                          | \$ 37,450,658                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | <b>\$ 88,196,776</b>                  | <b>\$ 37,450,658</b>                   | <b>\$ (42,767,238)</b>                  |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ 325,000                            | \$ 325,000                             | \$ 325,000                              |
| Restricted 9740   |                                       |  |   |
| Committed 9750-9760   | \$ (10,000,000)                       | \$ -                                   | \$ -                                    |
| Assigned 9780   | \$ 848,577                            | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties 9789                       | \$ 16,833,868                         | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount 9790                         | \$ 80,189,331                         | \$ 21,959,012                          | \$ (57,876,431)                         |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit:

United Professional Educators

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 2,478,216                          | \$ 2,478,216                           | \$ 2,478,216                            |
| Federal Revenue 8100-8299                                     | \$ 148,230,947                        | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue 8300-8599                                 | \$ 115,349,693                        | \$ 98,850,518                          | \$ 98,850,518                           |
| Other Local Revenue 8600-8799                                 | \$ 4,064,125                          | \$ 2,519,507                           | \$ 2,519,507                            |
| <b>TOTAL REVENUES</b>   | \$ 270,122,981                        | \$ 142,988,019                         | \$ 142,988,019                          |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 91,399,416                         | \$ 90,845,159                          | \$ 72,221,407                           |
| Classified Salaries 2000-2999                                 | \$ 36,709,684                         | \$ 37,094,592                          | \$ 29,212,415                           |
| Employee Benefits 3000-3999                                   | \$ 88,544,827                         | \$ 94,471,291                          | \$ 83,064,708                           |
| Books and Supplies 4000-4999                                  | \$ 46,803,994                         | \$ 13,035,699                          | \$ 13,136,290                           |
| Services and Other Operating Expenditures 5000-5999           | \$ 112,606,894                        | \$ 83,731,333                          | \$ 86,719,153                           |
| Capital Outlay 6000-6999                                      | \$ 22,969,217                         | \$ 4,483,222                           | \$ 4,483,222                            |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers of Indirect Costs 7300-7399                         | \$ 7,218,308                          | \$ 5,365,354                           | \$ 5,446,055                            |
| Other Adjustments   |                                       | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                                     | \$ 406,252,340                        | \$ 326,462,652                         | \$ 289,810,250                          |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ -                                  | \$ -                                   | \$ -                                    |
| Transfers Out and Other Uses 7600-7699                        | \$ -                                  | \$ -                                   | \$ -                                    |
| Contributions 8980-8999                                       | \$ 122,013,844                        | \$ 124,525,822                         | \$ 137,787,851                          |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | \$ (14,115,515)                       | \$ (58,948,811)                        | \$ (9,034,380)                          |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 122,292,561                        | \$ 108,177,046                         | \$ 49,228,236                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | \$ 108,177,046                        | \$ 49,228,236                          | \$ 40,193,856                           |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ -                                  | \$ -                                   | \$ -                                    |
| Restricted 9740   | \$ 108,177,046                        | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed 9750-9760   |                                       |  |   |
| Assigned 9780   |                                       |  |   |
| Reserve for Economic Uncertainties 9789                       | \$ -                                  | \$ -                                   | \$ -                                    |
| Unassigned/Unappropriated Amount 9790                         | \$ -                                  | \$ (466,414)                           | \$ (699,620)                            |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**

Bargaining Unit: **United Professional Educators**

| Object Code   | 2023-24                               | 2024-25                                | 2025-26                                 |
|---|---------------------------------------|--|---|
|   | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| <b>REVENUES</b>   |                                       |  |   |
| LCFF Revenue 8010-8099  | \$ 502,833,480                        | \$ 488,960,560                         | \$ 490,280,494                          |
| Federal Revenue 8100-8299                                     | \$ 148,230,947                        | \$ 39,139,778                          | \$ 39,139,778                           |
| Other State Revenue 8300-8599                                 | \$ 127,493,963                        | \$ 114,884,781                         | \$ 114,884,782                          |
| Other Local Revenue 8600-8799                                 | \$ 11,653,004                         | \$ 6,919,507                           | \$ 6,919,507                            |
| <b>TOTAL REVENUES</b>   | <b>\$ 790,211,394</b>                 | <b>\$ 649,904,626</b>                  | <b>\$ 651,224,560</b>                   |
| <b>EXPENDITURES</b>   |                                       |  |   |
| Certificated Salaries 1000-1999                               | \$ 310,853,477                        | \$ 306,419,479                         | \$ 293,031,244                          |
| Classified Salaries 2000-2999                                 | \$ 89,551,719                         | \$ 85,185,426                          | \$ 78,677,069                           |
| Employee Benefits 3000-3999                                   | \$ 228,035,970                        | \$ 231,023,691                         | \$ 230,618,156                          |
| Books and Supplies 4000-4999                                  | \$ 54,920,975                         | \$ 21,772,680                          | \$ 21,873,271                           |
| Services and Other Operating Expenditures 5000-5999           | \$ 146,141,546                        | \$ 115,442,596                         | \$ 118,430,416                          |
| Capital Outlay 6000-6999                                      | \$ 24,516,394                         | \$ 4,569,457                           | \$ 4,569,457                            |
| Other Outgo (excluding Indirect Costs) 7100-7299<br>7400-7499 | \$ 1,510,300                          | \$ 1,510,300                           | \$ 1,510,300                            |
| Transfers of Indirect Costs 7300-7399                         | \$ (1,391,814)                        | \$ (1,391,814)                         | \$ (1,391,814)                          |
| Other Adjustments   |                                       | \$ (2,563,999)                         | \$ (4,473,001)                          |
| <b>TOTAL EXPENDITURES</b>                                     | <b>\$ 854,138,568</b>                 | <b>\$ 761,967,815</b>                  | <b>\$ 742,845,098</b>                   |
| <b>OTHER FINANCING SOURCES/USES</b>                           |                                       |  |   |
| Transfers In and Other Sources 8900-8979                      | \$ 2,475,399                          | \$ 2,368,261                           | \$ 2,368,261                            |
| Transfers Out and Other Uses 7600-7699                        | \$ 107,138                            | \$ -                                   | \$ -                                    |
| Contributions 8980-8999                                       | \$ -                                  | \$ -                                   | \$ -                                    |
| <b>OPERATING SURPLUS (DEFICIT)*</b>                           | <b>\$ (61,558,912)</b>                | <b>\$ (109,694,928)</b>                | <b>\$ (89,252,276)</b>                  |
| <b>BEGINNING FUND BALANCE</b>                                 |                                       |  |   |
| 9791  | \$ 257,932,734                        | \$ 196,373,822                         | \$ 86,678,894                           |
| Audit Adjustments/Other Restatements 9793/9795                | \$ -                                  |  |   |
| <b>ENDING FUND BALANCE</b>                                    | <b>\$ 196,373,822</b>                 | <b>\$ 86,678,894</b>                   | <b>\$ (2,573,382)</b>                   |
| <b>COMPONENTS OF ENDING FUND BALANCE:</b>                     |                                       |  |   |
| Nonspendable 9711-9719  | \$ 325,000                            | \$ 325,000                             | \$ 325,000                              |
| Restricted 9740   | \$ 108,177,046                        | \$ 49,694,650                          | \$ 40,893,476                           |
| Committed 9750-9760   | \$ (10,000,000)                       | \$ -                                   | \$ -                                    |
| Assigned 9780   | \$ 848,577                            | \$ -                                   | \$ -                                    |
| Reserve for Economic Uncertainties 9789                       | \$ 16,833,868                         | \$ 15,166,646                          | \$ 14,784,193                           |
| Unassigned/Unappropriated Amount 9790                         | \$ 80,189,331                         | \$ 21,492,598                          | \$ (58,576,051)                         |

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
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**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2023-24        | 2024-25        | 2025-26        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| b. | Less: Special Education Pass-Through Funds   |                | \$ -           | \$ -           |
| c. | Net Expenditures, Transfers Out, and Uses  | \$ 854,245,705 | \$ 761,967,815 | \$ 742,845,098 |
| d. | State Standard Minimum Reserve Percentage for this District<br>Enter percentage  | 2.00%          | 2.00%          | 2.00%          |
| e. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000) | \$ 17,084,914  | \$ 15,239,356  | \$ 14,856,902  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |  |               |               |                 |
|----|--|---------------|---------------|-----------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)      | \$ 16,833,868 | \$ 15,166,646 | \$ 14,784,193   |
| b. | General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)           | \$ 80,189,331 | \$ 21,959,012 | \$ (57,876,431) |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -            |
| d. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)      | \$ -          | \$ -          | \$ -            |
| e. | Total Available Reserves   | \$ 97,023,199 | \$ 37,125,658 | \$ (43,092,238) |
| f. | Reserve for Economic Uncertainties Percentage  | 11.36%        | 4.87%         | -5.80%          |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                                     |
|---------|-----|-------------------------------------|----|-------------------------------------|
| 2023-24 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2024-25 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2025-26 | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

The district continues to strategically plan on future budget adjustments necessary to balance the budget.



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**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)**

**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

|  |                |
|--|----------------|
| Total Compensation Increase/(Decrease) on Page 1, Section A, #5              | \$ 995,136     |
| General Fund balance Increase/(Decrease), Page 4c, Column 2                  | \$ (933,859)   |
| Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2          | \$ -           |
| Child Development Fund balance Increase/(Decrease), Page 4e, Column 2        | \$ (16,319)    |
| Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2                | \$ (357,634)   |
| Other Fund balance Increase/(Decrease), Page 4g, Column 2                    | \$ -           |
| Other Fund balance Increase/(Decrease), Page 4h, Column 2                    | \$ (44,958)    |
| Total all fund balances Increase/(Decrease) as a result of the settlement(s) | \$ (1,352,770) |

**Variance** \$ (357,634)

**Variance Explanation:**

Variance due to other agreements happening that are impacting the funds listed on this form

**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

| <u>General Fund Combined</u>                             | <u>Surplus/<br/>(Deficit)</u> | <u>(Deficit) %</u> | <u>Deficit primarily due to:</u> |
|--|-------------------------------|--------------------|----------------------------------|
| Current FY Surplus/(Deficit) before settlement(s)?       | \$ (60,255,996)               | (7.1%)             |                                  |
| Current FY Surplus/(Deficit) after settlement(s)?        | \$ (61,558,912)               | (7.2%)             |                                  |
| 1st Subsequent FY Surplus/(Deficit) after settlement(s)? | #####                         | (14.4%)            |                                  |
| 2nd Subsequent FY Surplus/(Deficit) after settlement(s)? | \$ (89,252,276)               | (12.0%)            |                                  |

**Deficit Reduction Plan (as necessary):**

**7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

| <u>MYP</u>                              | <u>Amount</u>  | <u>"Other Adjustments" Explanation</u>                                  |
|---|----------------|---|
| 1st Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 1st Subsequent FY Restricted, Page 5b   | \$ (2,563,999) | Projected reduction to categorical programs to offset salary increases. |
| 2nd Subsequent FY Unrestricted, Page 5a | \$ -           |   |
| 2nd Subsequent FY Restricted, Page 5b   | \$ (4,473,001) | Projected reduction to categorical programs to offset salary increases. |

Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ 1,731,635                                     |
| Ending Balance(s) Increase/(Decrease)                 | \$ (1,731,635)                                   |

Subsequent Years

**Budget Adjustment Categories:**

|   | <b>Budget Adjustment<br/>Increase/(Decrease)</b> |
|---|--|
| Revenues/Transfers In and Other Sources/Contributions | \$ -   |
| Expenditures/Transfers Out and Other Uses             | \$ -   |
| Ending Balance(s) Increase/(Decrease)                 | \$ -   |

**Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify                       I am unable to certify

|                                |             |
|--------------------------------|-------------|
| <b>District Superintendent</b> | <b>Date</b> |
| (Signature)                    |             |

I hereby certify                       I am unable to certify

|                                |             |
|--------------------------------|-------------|
| <b>Chief Business Official</b> | <b>Date</b> |
| (Signature)                    |             |

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Sacramento City Unified School District

**District Name**

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the Teamsters Classified Supervisors union.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**UPE  
Successor Contract Proposal (MOU)  
(Tentative Agreement)**

**By & Between  
The Sacramento City Unified School District  
&  
United Professional Educators  
April 12, 2024**

The Sacramento City Unified School District (SCUSD) and United Professional Educators (UPE) hereby agree as follows:

**Contract Term:**

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

- Article 5: Evaluation of Work Performance
- Article 8: Salary and Health Benefits (2023-24, 2024-25, and 2025-26 school years)
- Article 9: Work Year
- Article 10: Promotion, Assignment, Vacancies and Transfer
- Article 11: Retiree Health Benefits
- Article 12: Summer School

**Article 8 - Salary and Benefits:**

The parties agree to a **four percent (4%)** across-the-board salary increase retroactive to July 1, 2023 for all represented UPE members.

The parties agree to a **two-percent (2%)** salary increase across the board increase for the 2024-2025 school year.

The parties agree that if the state approves the waiver requested by SCUSD, SCUSD and UPE agree that UPE members work calendars will be increased by eight (8) additional work days for the 2024-2025 and the 2025-2026 school years:

- Calendar A will increase from 223 work days to 231 days work days
- Calendar C will increase from 201 work days to 209 days work days
- Calendar F-2 will increase from 202 work days to 210 work days
- Calendar T will increase from 211 work days to 219 work days

The eight (8) additional work days for the 2024-2025 and the 2025-2026 school years will be added to salary schedules for the 2024-2025 and the 2025-2026 school years.

**Recruitment and Retention Incentives:**

The parties agree to replace the current Longevity Incentives with the following revised incentives:

- 2% in the 10th year
- 4% in the 14<sup>th</sup> year
- 6% in the 17<sup>th</sup> year
- 8% in the 20th year
- 10% in the 25th year

The parties agree that this will enhance and support improved recruitment and retention of administrators in SCUSD.

**Small Innovative High School Support:**

The parties agree that the small innovative high schools are critically understaffed and therefore the parties agree to add an additional FTE to each small innovative high school. The District and UPE will meet to determine the classification of the FTE.

**Collaborative Coaching Model:**

The parties agree to assemble a joint work group to develop the mission, scope, and all elements of an effective coaching model to support new and on-going administrators. This work shall be completed by July 31, 2024, and ready for implementation. The program will focus on providing support to the following.

- A) newly hired administrators to the district
- B) newly hired administrators from the teaching ranks
- C) administrators with less than four years of site leadership experience
- D) any administrators on an Improvement Plan

The program shall utilize the services of current UPE administrators or retired SCUSD Administrators who voluntarily agree to serve as coaches. Participants who serve as coaches for school site administrators must have a minimum of five years of Principal experience, with at least three of those years being SCUSD experience, and must have a positive evaluation. Participants who coach all other UPE administrative positions (non-site leaders) must have a minimum of five years of administrative experience, with at least three of those years being SCUSD experience. The parties agree that the Collaborative Coaching Model cannot be utilized/connected to any formal evaluation of the UPE member being coached. All administrators who are represented in A-D above, shall have a Coach. Current UPE members will be compensated for their services at their contracted hourly rate. Retired SCUSD Administrators will be compensated at their current retiree rate. The joint work group will make recommendations for the establishment of parameters related to time commitment and compensation.

**Article 5 - Evaluation of Work Performance:**

The parties agree to establish a joint committee to revise the current UPE Evaluation template. Even though the current template was a joint effort between the district and UPE, it is universally accepted that after a three-year period of use it is clear that the process is too cumbersome and needs to be streamlined and simplified. The parties agree to complete the revision no later than September 1, 2024 so that it is ready for implementation in the 2024-2025 school year.

**Article 12 - Summer School:**

The parties agree to meet and agree to a new TA on Article 12 relative to Summer School as well as provide UPE members with a complete list of the Summer Program Schedule dates no later than May 1, 2024.

**Appendix B:**

The district agrees to provide an updated Salary Schedule to be included in the successor contract as stipulated in the latest agreement.

**Completion of Negotiations:**

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

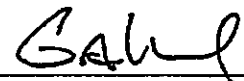
This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

For SCUSD

  
\_\_\_\_\_  
Lisa Allen, Interim Superintendent

4/18/24  
Date

For UPE

  
\_\_\_\_\_  
Garrett Kirkland, President

4.17.24  
Date

  
\_\_\_\_\_  
Richard Owen, Executive Director

4/17/24  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

**Meeting Date:** May16, 2024

**Subject:** Approve Resolution No. 3412: Authorizing Execution of Delegate Agency Agreement From the Sacramento Employment and Training Agency

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

**Division:** Academic Office

**Recommendation:**

Approve Resolution No.: 3412

**Background/Rationale:**

Sacramento City Unified School District has been a Delegate Agency for the Sacramento Employment and Training Agency (SETA) operating the district's Head Start Preschool and Early Head Start programs. This resolution authorizes the District to execute the Agreement between the District and SETA.

**Financial Considerations:** N/A

**LCAP Goal:**

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. Resolution No. 3412

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Yvonne Wright, Chief Academic Officer

**Approved by:** Lisa Allen, Superintendent

RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT  
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
(GOVERNMENTAL ENTITY)

WHEREAS, Sacramento City Unified School District,  
(Legal Name of Entity)  
a California local governmental entity (hereinafter referred to as "DELEGATE"), desires to enter into an AGREEMENT with the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency and Head Start Grantee (hereinafter referred to as "SETA"), for the operation of a Head Start Program under the Head Start Act, 42 U.S.C. Section 9801, et seq., as amended;

THEREFORE, BE IT RESOLVED THAT the Governing Body of DELEGATE hereby authorizes the execution of AGREEMENT #25C5551S0 by and between DELEGATE and SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Chief Academic Officer

is/are hereby authorized on behalf of and in the name of DELEGATE and as its official act and deed to sign and otherwise enter into AGREEMENT #25C5551S0 with SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Chief Academic Officer

shall be authorized to act on behalf of DELEGATE with respect to this AGREEMENT

#25C5551S0 by and between DELEGATE and SETA and that SETA may rely upon any communication or act, including telephone communication, made by the individuals authorized to act on behalf of DELEGATE pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing Body of DELEGATE\*\*\*:

| <u>Name</u>                     | <u>Address</u>          | <u>City, Zip Code</u>    |
|---------------------------------|-------------------------|--------------------------|
| 1. <u>Lavina Grace Phillips</u> | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 2. <u>Jasjit Singh</u>          | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 3. <u>Chinua Rhodes</u>         | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 4. <u>Tara Jeane</u>            | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 5. <u>Christina Pritchett</u>   | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 6. <u>Jamee Villa</u>           | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 7. <u>Taylor Kayatta</u>        | <u>5735 47th Avenue</u> | <u>Sacramento, 95824</u> |
| 8. _____                        | _____                   | _____                    |
| 9. _____                        | _____                   | _____                    |

\*\*\* Add additional pages if necessary

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by SETA.

I, Yvonne Wright, Chief Academic Officer,  
(Name/Title)  
of Sacramento City Unified School District, a California  
(Legal Name of Entity)  
local governmental entity, do hereby certify and declare that the foregoing is a full, true and  
complete copy of a resolution duly passed and adopted by the Governing Body of said entity at a  
meeting of said Body duly and regularly called, noticed and held, at  
5735 47th Ave- Serna Center, on the 16th day of May, 2024, at  
which meeting a quorum of the Governing Body was present and a majority of which quorum  
voted in favor of said resolution, and that said resolution is now in full force and effect.

I have executed this Resolution on this 16th day of May, 2024.

Sacramento City Unified School District  
(Name of Entity)

BY:   
(Signature)

Yvonne Wright  
(Typed Name)

Chief Academic Officer  
(Title)



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

**Meeting Date:** May 16, 2024

**Subject:** 2023-24 Annual LCSSP Grant Update: Student Attendance & Engagement and the CARE Team

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

**Division:** Academic Office

**Recommendation:** N/A

**Background/Rationale:** The 2022-23 school year saw chronic absenteeism in Sacramento City Unified School District show improvement, jumping from Orange to Yellow on the California State Dashboard, signaling a significant reduction in the number of students missing 10% or more of the school year. Despite this progress, the 2023-24 school year has introduced new challenges in maintaining student attendance, as evidenced by our latest data trends.

In response to these ongoing challenges and in recognition of the diligent efforts of the CARE Team, the district established the Office of Student Attendance & Engagement. This move underscores our commitment to addressing absenteeism through strategic initiatives and community collaboration. Having concluded Cohort 4 and secured a further \$2 million from the LCSSP Grant, our focus this year expands through a partnership with the Family and Community Empowerment (FACE) Team. This presentation will highlight key successes, discuss the complexities of the current school year, review our tried and true programs and introduce the innovative strategies our office is implementing to strengthen our engagement with students, families, and the broader community.

**Documents Attached:** N/A

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Jennifer Kretschman, Director Student Attendance & Engagement

**Approved by:** Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

**Meeting Date:** May 16, 2024

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – Facilities Projects
7. [CAL MS LLB FL Amendment](#)
8. [Oak Ridge Elementary New Construction](#)

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

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

| <u>Contractor</u>  | <u>New Grant</u>   | <u>Amount</u>         |
|--|--|-----------------------|
| <b><u>SPECIAL EDUCATION DEPARTMENT</u></b>   |  |                       |
| California Department of Education<br>A24-00114  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                         | \$452,913<br>No Match |
| Period: 7/1/23 – 9/30/25 Description: 2023-24 Mental Health Average Daily Attendance (ADA) Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P02) Apportionment ADA calculations. |  |                       |
| <b><u>SPECIAL EDUCATION DEPARTMENT</u></b>   |  |                       |
| California Department of Education<br>A24-00115  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                         | \$35,000<br>No Match  |
| Period: 7/1/23 – 9/30/25 Description: 2023-24 Supporting Inclusive Practices SELPA 3412 grant. Funds will be used to support districts to increase access to and achievement in the general education environment for students with disabilities.  |  |                       |
| <b><u>YOUTH DEVELOPMENT DEPARTMENT</u></b>   |  |                       |
| California Department of Education<br>A23-00066-1  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No, received grant in 2019 | \$509,000<br>No Match |
| Period: 7/1/23 – 9/30/24 Description: The 21 <sup>st</sup> CCLC Program Grant-ASSETs – Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that SCUSD grant was paid from the ESSER III State Funds sued for the 21 <sup>st</sup> Century rate increase. The grant is from July 1, 2019 through September 30, 2024.                      |  |                       |

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

| <u>Contractor</u>   | <u>Description</u>   | <u>Amount</u>                   |
|---|--|---------------------------------|
| <b><u>FACILITIES DEPARTMENT</u></b>   |  |                                 |
| Vanir Construction Management<br>SA24-00764   | 5/16/24 – 3/31/25: JFK Swimming Pool Upgrade. Construction management services. Project includes modernization and upgrades to the pool service equipment, deck replacement, and ADA upgrades. | \$125,631<br>Measure Q<br>Funds |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | Vanir Construction Management was selected for this project from the District's pool of construction management firms qualified through an RFQ process in December 3, 2021.                    |                                 |



|   |   |  |
|---|---|--|
| <p>HMC Architects<br/>SA24-00760</p> <p>New Contract:<br/> <input checked="" type="checkbox"/> Yes<br/> <input type="checkbox"/> No</p> | <p>5/16/24 – 7/1/25 - : Architectural design services for the Campus Renewal project at Ethel Phillips School. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades..</p> <p>HMC Architects was selected for this project from the District’s pool of architects qualified through an RFQ process in June 22, 2023.</p> | <p>\$1,428,000<br/>Measure H<br/>Funds</p> |
|---|---|--|

**YOUTH DEVELOPMENT DEPARTMENT**

|   |  |  |
|---|--|--|
| <p>New Hope Community<br/>Development Corp.<br/>SA24-00084</p> <p>New Contract:<br/> <input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p> | <p>Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis. Sites served are Hollywood Park and William Land. Amendment No. 1 is requested for an increase amount for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.</p> | <p>\$129,720<br/>ASES Funds</p> <p>\$148,524<br/>Expanded<br/>Learning<br/>Opportunity<br/>Funds</p> <p>Requested<br/>Increase:<br/>\$64,038<br/>Expanded<br/>Learning<br/>Opportunity<br/>Funds</p> <p>Total Contract<br/>Amount:<br/>\$342,282</p> |
|---|--|--|

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| SITE/DEPT  | ITEM   |
|--|--|
| Luther Burbank HS  | <p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p> |
| ITEMS  |  |
| (388 each) Chromebooks<br>(18 each) Desktops<br>(18 each) Monitors |  |
| TOTAL VALUE  |  |
| \$0.00   |  |
|  | <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>  |
| DISPOSAL METHOD  |  |
| e-Waste  |  |

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

**Bid No:** 0525-470 John F. Kennedy Baseball/Softball/Tennis Courts

**Bids received:** April 11, 2024; 2:00 p.m.

**Recommendation:** Award to Bothman Construction

**Funding Source:** Measure H Funds

| BIDDER                   | BIDDER LOCATION | AMOUNT       |
|--------------------------|-----------------|--------------|
| Bothman Construction     | Santa Clara CA  | \$8,559,400  |
| Lamon Construction       | Yuba City CA    | \$8,864,000  |
| AM Stephens Construction | Lodi CA         | \$10,075,000 |

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project: California Middle School Campus Renewal**

Recommendation: S + B James Construction was awarded preconstruction services at the March 7, 2024 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with S + B Construction This request for proposal (RFP) was publicly advertised on January 16, 2024 and January 23, 2024.

Original Pre-Construction Amount: \$14,205; Measure H Funds

Ratify to correct original Amendment No. 1 Amount of \$663,272 to S+B James Construction funded with Measure H Funds. Amendment No. 1 is for long lead items on carpet flooring material and labor costs; approved at the April 18, 2024 board of education meeting.

Approve Amendment No. 2 Amount of \$11,854,865 to S+B James Construction funded with Measure H Funds. Amendment No. 2 is for Guaranteed Maximum Price (GMP) for construction of the campus renewal project; Measure H Funds.

New Total Contract Amount: \$12,532,342; Measure H Funds

**Project: Theodore Judah Playground**

Recommendation: Lamon Construction was awarded construction services at the April 13, 2023 Board of Education Meeting; Measure Q Funds.

Original Construction Amount: \$2,424,000; Measure Q Funds

Approve Change Order No. 1 Amount of <\$9,895> for Unused Owners Allowance; Measure Q Funds.

New Construction Amount: \$2,414,105; Measure Q 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.

Amendment No. 1 was approved at the October 19, 2023 Board of Education meeting to reconcile preconstruction original contract amount of \$72,120; Measure H Funds. Amendment #1 was for the elevator for \$5,600

Amendment No. 2 was approved at the October 19, 2023 Board of Education meeting for shade structure \$24,376

Total preconstruction construction amount \$120,096; Measure H Funds

Amendment No. 3 for \$1,108,742 was approved at the December 14, 2023 Board of Education Meeting. This work is for electrical scope in the DSA approved Increment 1 drawings and specifications including underground utilities, a power study for the Main Electrical Switchgear, and material purchase of the Main Electrical Switchgear.

Amendment No. 4 for \$312,773 was approved at the February 1, 2024 Board of Education Meeting. This was to increase the Guaranteed Maximum Price (GMP) for Increment 1 sitework and site concrete for work associated with the running track, field, and fire lines movement in accordance with Increment 1 DSA-approved CCD 2 / Addendum 2 dated October 30, 2023.

Approve Amendment No. 5 for \$49,060,483 to increase the Guaranteed Maximum Price (GMP) for Increment 2 work to complete the project including interior campus site work, buildings, hard courts, and fields in accordance with Increment 2 DSA-approved drawings and specs dated April 25, 2024

New Construction Amount \$58,989,738; Measure H Funds

**Project: West Campus HS New Softball Baseball Field Improvements**

Recommendation: Verde Design Inc. was awarded at the August 17, 2023 Board of Education Meeting for architectural and engineering services.

Original Contract Amount: \$415,070; Measure H Funds

Approve Amendment No. 1: \$33,650, due to additional services outside of original scope of work; which includes using an Electrical Engineer and Romtec software; approved at the January 18, 2024 Board of Education Meeting.

New Total Contract Amount: \$448,720; Measure H Funds

Approve Amendment No. 2: \$14,300; Measure H Funds for additional services outside of original scope of work, which included pedestrian lighting.

New Total Contract Amount: \$463,020; Measure H Funds

**Project: Alice Birney Campus Renewal**

Recommendation: California Design West Architects was awarded at the November 16, 2023 Board of Education Meeting for architectural and engineering services. Project consists of site wide flooring replacement; site wide exterior painting; new roofing; hard court repair; new playground structure, possible additive alternate for kitchen electrification; necessary ADA upgrades as required.

Original Contract Amount: \$405,000; Measure H Funds

Approve Amendment No. 1: \$415,710, due to additional services outside of original scope of work; which includes kitchen electrification add-alternate.

New Total Contract Amount: \$820,710; Measure H Funds

**Project:** Hiram Johnson HS Baseball/Softball/Golf Facility

**Recommendation:** A.M. Stephens was awarded construction services at the November 3, 2022 Board of Education meeting. Project included new varsity baseball and softball fields, new 30 foot tall chain link backstops, new CMU dugouts with metal roofs, new home and visitor bullpens, new golf facility. This corrects the 4/4/2024 reconciliation of the contract amounts only; the approved CO #1 of <\$181,066> remains the same.

Ratify to correct Original Contract Amount: \$ 7,024,151, Measure Q.

Approve Change Order No. 1<\$181,066>; Measure Q for Unused Owners Allowance

New Total Contract Amount: \$6,843,085, Measure Q.

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

| <b>Contractor</b>        | <b>Project</b>            | <b>Completion Date</b> |
|--------------------------|---------------------------|------------------------|
| Vanden Bos Electric Inc. | Camellia Telecenter       | 4/12/24                |
| Vanden Bos Electric Inc. | Ethel Phillips Telecenter | 4/22/24                |

**Grant Award Notification**

|  |  |                            |                      |               |
|--|--|----------------------------|----------------------|---------------|
| <b>GRANTEE NAME AND ADDRESS</b><br>Lisa Allen, Superintendent<br>Sacramento City Unified<br>PO Box 246870<br>Sacramento, CA 95824-6870 | <b>CDE GRANT NUMBER</b>                    |                            |                      |               |
|  | <b>FY</b>                                  | <b>PCA</b>                 | <b>Vendor Number</b> | <b>Suffix</b> |
|  | 23   | 15197                      | 67439                | 1A            |
| <b>Attention</b><br>Lisa Allen, Superintendent   | <b>STANDARDIZED ACCOUNT CODE STRUCTURE</b> |                            |                      | <b>COUNTY</b> |
| <b>Program Office</b><br>Mental Health ADA Region Group: RG-1  | <b>Resource Code</b>                       | <b>Revenue Object Code</b> |                      | 34            |
| <b>Telephone</b><br>(916) 643-9000   | 3327                                       | 8182                       |                      | <b>INDEX</b>  |
| <b>Name of Grant Program</b><br>2023-24 Mental Health Average Daily Attendance (ADA) Allocation  |  |                            |                      | 0663          |

| GRANT DETAILS | Original/Prior Amendments | Amendment Amount  | Total     | Amend. No. | Award Starting Date                   | Award Ending Date |
|---------------|---------------------------|---|-----------|------------|---------------------------------------|-------------------|
|               | \$452,913                 |   | \$452,913 |            | 07/01/2023                            | 09/30/2025        |
| CFDA Number   | Federal Grant Number      | Federal Grant Name  |           |            | Federal Agency                        |                   |
| 84.027A       | H027A230116               | Individuals with Disabilities Education Act Part B, Section 611 |           |            | United States Department of Education |                   |

I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P-2) Apportionment ADA calculations.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

**Please return the original, signed Grant Award Notification form (AO-400) to:**


Alexa Slater, Education Fiscal Services Assistant  
 California Department of Education  
 1430 N Street, Suite 2401  
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification to [MHADA@cde.ca.gov](mailto:MHADA@cde.ca.gov).

|  |  |   |  |
|--|--|---|--|
| <b>California Department of Education Contact</b><br>Chris Essman  |  | <b>Job Title</b><br>Education Programs Consultant |  |
| <b>E-mail Address</b><br><a href="mailto:cessman@cde.ca.gov">cessman@cde.ca.gov</a>                      |  | <b>Telephone</b><br>916-327-3507                  |  |
| <b>Signature of the State Superintendent of Public Instruction or Designee</b><br>▶ <i>Tony Thurmond</i> |  | <b>Date</b><br>April 5, 2024                      |  |

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

|   |  |   |  |
|---|--|---|--|
| <b>Printed Name of Authorized Agent</b><br>Janea Marking  |  | <b>Title</b><br>Chief Business & Operations Officer |  |
| <b>E-mail Address</b><br><a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>             |  | <b>Telephone</b><br>(916) 643-9055                  |  |
| <b>Signature</b><br>▶  |  | <b>Date</b><br>05/07/24                             |  |

**Grant Award Notification**

|  |                                  |   |              |  |                                       |                          |               |
|--|----------------------------------|---|--------------|--|---------------------------------------|--------------------------|---------------|
| <b>GRANTEE NAME AND ADDRESS</b><br>Sacramento City Unified School District<br>Lisa Allen, Superintendent<br>PO Box 246870<br>Sacramento, CA 95824-6870 |                                  |   |              | <b>CDE GRANT NUMBER</b>                    |                                       |                          |               |
|  |                                  |   |              | <b>FY</b>                                  | <b>PCA</b>                            | <b>Vendor Number</b>     | <b>Suffix</b> |
|  |                                  |   |              | 23   | 13693                                 | 67439                    | S1            |
| <b>Attention</b><br>Lisa Allen, Superintendent   |                                  |   |              | <b>STANDARDIZED ACCOUNT CODE STRUCTURE</b> |                                       |                          | <b>COUNTY</b> |
| <b>Program Office</b><br>Sacramento City Unified SELPA 3412  |                                  |   |              | <b>Resource Code</b>                       | <b>Revenue Object Code</b>            | 34                       |               |
| <b>Telephone</b><br>916-643-9000   |                                  |   |              | 3386                                       | 8182                                  | <b>INDEX</b>             |               |
| <b>Name of Grant Program</b><br>2023-24 Supporting Inclusive Practices   |                                  |   |              |  |                                       | 0663                     |               |
| <b>GRANT DETAILS</b>   | <b>Original/Prior Amendments</b> | <b>Amendment Amount</b>   | <b>Total</b> | <b>Amend. No.</b>                          | <b>Award Starting Date</b>            | <b>Award Ending Date</b> |               |
|  | \$35,000.00                      |   | \$35,000.00  |  | 07/01/2023                            | 09/30/2025               |               |
| <b>CFDA Number</b>   | <b>Federal Grant Number</b>      | <b>Federal Grant Name</b>                                       |              |  | <b>Federal Agency</b>                 |                          |               |
| 84.027A  | H027A230116                      | Individuals with Disabilities Education Act Part B, Section 611 |              |  | United States Department of Education |                          |               |

I am pleased to inform you that you have been funded for the 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, 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, FMTA V Unit  
 California Department of Education  
 1430 N Street, Room 2401  
 Sacramento, CA 95814-5901

Please also email a copy of the signed AO-400 to [SEDContractsGrants@cde.ca.gov](mailto:SEDContractsGrants@cde.ca.gov).

|  |  |   |
|--|--|---|
| <b>California Department of Education Contact</b><br>Erin Rodrigues, Special Education Division        |  | <b>Job Title</b><br>Education Programs Consultant |
| <b>E-mail Address</b><br>ERodrigues@cde.ca.gov   |  | <b>Telephone</b><br>916-445-4559                  |
| <b>Signature of the State Superintendent of Public Instruction or Designee</b><br><i>Tony Thurmond</i> |  | <b>Date</b><br>April 16, 2024                     |

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.*

|  |  |   |
|--|--|---|
| <b>Printed Name of Authorized Agent</b><br>Janea Marking |  | <b>Title</b><br>Chief Business & Operations Officer |
| <b>E-mail Address</b><br>janea-marking@scusd.edu         |  | <b>Telephone</b><br>(916) 643-9055                  |
| <b>Signature</b><br><i>Janea Marking</i>                 |  | <b>Date</b><br>05/07/24                             |

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

**Grant Award Notification**

|   |                                  |                                |  |  |                            |                          |
|---|----------------------------------|--------------------------------|--|--|----------------------------|--------------------------|
| <b>GRANTEE NAME AND ADDRESS</b><br>Jorge Aguilar, Superintendent<br>Sacramento City Unified<br>PO Box 246870<br>Sacramento, CA 95824-6870   |                                  |                                | <b>CDE GRANT NUMBER</b>                    |  |                            |                          |
|   |                                  |                                | <b>FY</b>                                  | <b>PCA</b>   | <b>Vendor Number</b>       | <b>Suffix</b>            |
|   |                                  |                                | 23   | 15651  | 67439                      | 2A                       |
| <b>Attention</b><br>Expanded Learning Programs Coordinator  |                                  |                                | <b>STANDARDIZED ACCOUNT CODE STRUCTURE</b> |  | <b>COUNTY</b>              |                          |
| <b>Program Office</b><br>Expanded Learning Office   |                                  |                                | <b>Resource Code</b>                       | <b>Revenue Object Code</b>                                 | 34                         |                          |
| <b>Telephone</b><br>(916) 643-9000  |                                  |                                | 3227                                       | 8290   | <b>INDEX</b>               |                          |
| <b>Name of Grant Program</b><br>21st Century Community Learning Centers (CCLC)—ASSETs - Core  |                                  |                                |  |  | 0150                       |                          |
| <b>GRANT DETAILS</b>  | <b>Original/Prior Amendments</b> | <b>Amendment Amount</b>        | <b>Total</b>                               | <b>Amend. No.</b>  | <b>Award Starting Date</b> | <b>Award Ending Date</b> |
|   | \$509,000.00                     | N/A                            | \$509,000.00                               | 1  | 07/1/2023                  | 09/30/2024               |
| <b>CFDA Number</b>  | <b>Federal Grant Number</b>      | <b>Federal Grant Name</b>      |  |  | <b>Federal Agency</b>      |                          |
| 84.425U   | S425U210016-21A                  | American Rescue Plan—ESSER III |  |  | U.S. Dept. of Education    |                          |
| <p>The 21st CCLC Program Grant—ASSETs - Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that your grant was paid from the ESSER III State Funds used for the 21<sup>st</sup> Century rate increase.</p> <p>The grant is from July 01, 2019, through September 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.</p> <p>By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.</p> <p>Please email the original, signed AO-400 to:</p> <p style="text-align: center;">Fred Sharp at Fsharp@cde.ca.gov</p> |                                  |                                |  |  |                            |                          |
| <b>California Department of Education Contact</b><br>Fred Sharp   |                                  |                                |  | <b>Job Title</b><br>Associate Governmental Program Analyst |                            |                          |
| <b>E-mail Address</b><br>Fsharp@cde.ca.gov  |                                  |                                |  | <b>Telephone</b><br>916-319-0540                           |                            |                          |
| <b>Signature of the State Superintendent of Public Instruction or Designee</b><br>▶ <i>Michael Funk</i>   |                                  |                                |  | <b>Date</b>  |                            |                          |
| <b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>  |                                  |                                |  |  |                            |                          |
| <p><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. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i></p>   |                                  |                                |  |  |                            |                          |
| <b>Printed Name of Authorized Agent</b><br>Janea Marking  |                                  |                                |  | <b>Title</b><br>Chief Business & Operations Officer        |                            |                          |
| <b>E-mail Address</b><br>janea-marking@scusd.edu  |                                  |                                |  | <b>Telephone</b><br>(916) 643-9055                         |                            |                          |
| <b>Signature</b><br>DocuSigned by:<br>▶ <i>Janea Marking</i>  |                                  |                                |  | <b>Date</b><br>05/07/2024                                  |                            |                          |



## **Grant Award Notification (Continued)**

### **21st CCLC Program**

The purpose of the 21st CCLC Program is to support the creation of community learning centers for elementary and middle school students that provide academic enrichment opportunities during non-school hours, particularly students who attend high poverty and low-performing schools. The 21st CCLC helps students meet state and local academic standards in core subjects such as reading and math; offers students a broad array of enrichment activities that can complement the regular academic program; and offers educational services to the families of participating children.

### **21st CCLC ASSETs Program**

The purpose of the 21st Century ASSETs program is to provide local flexibility in the establishment or expansion of community learning centers that provide students in grades nine through twelve with academic support college and career readiness; assist with literacy and related educational development services for families of these students; and provide a safe environment for students participating in their programs.

### **Equitable Access**

Equitable Access grants are optional funds intended to supplement 21st CCLC After School Base program grants by helping provide access to 21st CCLC programs according to needs determined by the local community (California *Education Code* [EC] Section 8484.8[b][1]). Equitable Access grants should be used in the following ways listed below:

- Providing transportation to the program or from the program to home in the form of purchasing bus tickets, utilizing the schools' buses or vans, and paying drivers to transport students.
- Providing one-on-one support for specific student population groups, including but not limited to students with special needs, English Learners, etc.

### **Allowable and Non-allowable Expenditures**

For allowable costs, please visit the CDE Direct Services and Administrative Cost Guidance web page about direct services and administrative costs located at <https://www.cde.ca.gov/ls/ex/directservguidance.asp>, as well as the CDE Field Trip and Recognition Guidance web page located at <https://www.cde.ca.gov/ls/ex/fieldtripguide.asp>.

### **Budget**

The grant award cycle will be for five years; however, AO-400s will be allocated in annual increments. The AO-400 must be signed and resubmitted every year for the life of the grant award cycle. Carryover from one fiscal year to the next is not allowable for 21st Century grants. Applicants must retain documentation of their budgets for audit and state monitoring purposes for five years.

### **Program Reporting**

The online reporting After School Support and Information System (ASSIST) must be used to submit quarterly expenditure reports. Accurate attendance records must be kept using a clearly defined record-keeping procedure. Actual student program attendance must be sent to the Expanded Learning Division (EXLD) on a semi-annual basis through the online ASSIST database. Student school day attendance must be sent to the EXLD on an annual basis (California *Education Code* [EC] Section 8484[a][1][A]).

All reporting due dates for 21st Century can be found on the CDE 21st CCLC Reporting Due Dates web page at <https://www.cde.ca.gov/ls/ex/duedates21stcclc.asp>.

All programs are required to submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards as part of their annual outcomes reporting. Such evidence must be reported to the EXLD each year (EC Section 8484[a][2]).

## **Payments**

Payments will be issued in five increments each year (EC Section 8484.8[e][4][A]). A list of reporting due dates for 21st Century Programs is available on the CDE 21st CCLC Payment Schedule web page located at <https://www.cde.ca.gov/ls/ex/payments21cclc.asp>. Payments will be withheld if reporting requirements are not met or if the grantee has invoices outstanding for more than 90 days (EC Section 8483.7[a][1][A][vi]).



**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Vanir Construction Management, Inc.**

**John F. Kennedy HS  
Swimming Pool Upgrades**

**Dated: May 16, 2024**

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**EXHIBITS “A” – “E”**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Vanir Construction Management, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of John F. Kennedy High School Swimming Pool Upgrade Project located at 6715 Gloria Drive, Sacramento CA 95831

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

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 for 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(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor 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 on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 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.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 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 a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District's Representative**: The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee**: The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM 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.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective on May 16, 2024, and, except as otherwise provided herein, will continue in effect until March 31, 2025.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.



- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
  - Project Director: Kurt Weidmann
  - Sr. Project Manager: Craig Dooley
  - Project Eng II:
  - Field Eng/Project Eng II:
  - Scheduler:
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
  - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.

- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team 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. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
  - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 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 Sacramento Area, 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 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **One Hundred Twenty-Five Thousand Six Hundred Thirty-One Dollars (\$125,631)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM 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 CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

**ARTICLE 10. Termination of Contract**

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM 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 CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 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.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

## **ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("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") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

## **ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will 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. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as



often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 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 CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will 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 work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM'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 CM'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, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
  - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage,

death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
  - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
  - 15.5.2 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 CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
  - 15.5.3 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.
  - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
  - 15.5.5 The CM'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.
  - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  - 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
  - 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **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. CM 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:
- 15.6.1 Accept the lower rating; or
  - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
- 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
  - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

**ARTICLE 16. Nondiscrimination**

CM 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 Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, 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 CM, 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 otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

20.1 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.

20.2 To the fullest extent permitted by California law, Sacramento County 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 21. Alternative Dispute Resolution**

- 21.1 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.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant 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 Consultant'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 Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. Tolling of Claims**

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

**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 CM shall, during the entire term of Agreement, be construed to 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 District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should 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 CM or any employee of CM is an employee of 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 CM which can be applied against this liability). 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 CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM 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 CM 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. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring 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, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens

**CM:**

Vanir Construction Mgmt, Inc.  
4540 Duckhorn Drive, Ste 300  
Sacramento CA 95834  
ATTN: Jerry Avalos

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**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 ("DVBE") 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, CM, 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/or documentation demonstrating CM'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 CM's and any Consultant's premises to review and audit the CM'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 CM'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 CM 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 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM 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, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 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 CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 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.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 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.

**ARTICLE 31. Exhibits.**

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT      VANIR CONSTRUCTION MANAGEMENT INC.**

By: \_\_\_\_\_  
Janea Marking  
Chief Business & Operations Officer

By: *Jerry Avalos*  
Jerry Avalos  
President

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

Date: May 6, 2024

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.



- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. 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. CM shall bill in quarter-hour increments for all Extra Services.

| <b><u>Job Title</u></b>  | <b><u>Hourly Rate</u></b> |
|--------------------------|---------------------------|
| Project Director         | \$237                     |
| Sr. Construction Manager | \$206                     |
| Construction Manager     | \$195                     |
| Scheduler                | \$190                     |

|                 |       |
|-----------------|-------|
| Estimator       | \$190 |
| Admin Assistant | \$144 |

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF WORK**

[To be completed/inserted]

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 0525-442 between the Sacramento City Unified School District ("District") and Vanir Construction Management, Inc. ("CM") for construction management services for the John F. Kennedy Swimming Pool Upgrade Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

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

Name: Jerry Avalos

Title: President

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

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

**VANIR CONSTRUCTION MANAGEMENT INC.**

By: Jerry Avalos  
Jerry Avalos  
President

Date: May 6, 2024





**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**HMC Architects**

**Ethel Phillips Campus Renewal Project**

**Dated: May 16, 2024**



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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at Ethel Phillips Elementary School at 5717 Laurine Way,  
Sacramento CA 95824

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**: District’s Ethel Phillips Elementary School Campus Renewal Project at 5717 Laurine Way, Sacramento CA 95824.
- 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 shall 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, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. 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:
- 241.1. 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.

2.4.1.2. 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"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. 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.

27.1.9. 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 superceded 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 direct and monitor 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 best 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.
- 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."**

**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: Vipul Safi  
Project Director: Brian Meyers  
Project Architect(s): Jeffrey Grau  
Project Manager(s): Vipul Safi

Major Consultants:

|              |                               |
|--------------|-------------------------------|
| Electrical:  | LP Consulting Engineers, Inc. |
| Mechanical:  | LP Consulting Engineers, Inc. |
| Plumbing:    | LP Consulting Engineers, Inc. |
| Civil:       | Warren Consulting Engineers   |
| Structural:  | RW Engineers                  |
| Food:        | AMD Food Services             |
| Cost Estim.: | Sierra West Group             |

- 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"):

An amount not to exceed **One Million Three Hundred Sixty Thousand Dollars (\$1,360,000)** based on the rates set forth in **Exhibit "D."**

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 **Sixty-Eight Thousand Dollars (\$68,000)**. 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.
- 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, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("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") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. 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.



- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

#### **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. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, 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.

**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 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens  
EMAIL: tina-alvarez-bevens@scusd.edu

*With a Copy to:*  
Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

**Architect:**

HMC Architects  
2101 Capitol Avenue, Ste 100  
Sacramento CA 95816  
ATTN: Vipul Safi  
EMAIL:  
Vipul.safi@hmcarchitects.com

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. RESERVED**

**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 share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

**Article 31.** **Exhibits "A" through "F"** 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: Janea Marking

Title: Chief Business Officer

**HMC ARCHITECTS**

Date: April 29, 2024

By: Vipul Safi 

Title: Principal-in-Charge

**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: Ethel Phillips ES Campus Renewal

Construction Cost Budget: \$17,000,000

#### 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. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 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").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify 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. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, 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.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.



4. **Presentation**

*If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.*

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. **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. 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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## **E. DESIGN DEVELOPMENT 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 Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of 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.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.



- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of 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.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (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) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

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. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. 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.

The Design Development deliverables 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.

## **9. 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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## **F. 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 Design Development 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 ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **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 Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (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, the 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 may include design contingencies of no more than five percent (5%) in the cost estimates.

**h. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) 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 a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) 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.
- (iii) Specifications shall be in CSI format.

**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) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) 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 – 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 fifty percent (50%) 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.

**3. 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) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) 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.

**4. 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.

## **G. 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 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.

## **H. 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 tracing(s) and/or 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **I. 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 a 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 minimally on a bi-weekly basis.

**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.

| <b>Job Title</b>              | <b>Hourly Rate</b> |
|-------------------------------|--------------------|
| Principal In Charge:          | \$330              |
| Sr. Project Manager:          | \$245              |
| Project Manager:              | \$230              |
| Project Designer:             | \$230              |
| Designer:                     | \$125              |
| Job Captain/Technical Leader: | \$190              |



|                         |       |
|-------------------------|-------|
| Project Coordinator:    | \$160 |
| Contract Administrator: | \$230 |

- 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. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
  
- B. Architect shall complete Services required 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. Programming and Planning | Dec 2023 – Mar 2024 |
| 2. Schematic Design         | Apr - Jun 2024      |
| 3. Design Development       | Jul - Oct 2024      |
| 4. Construction Documents   | Nov 2024 - Jun 2025 |
| 5. DSA Submittal            | Jul – Dec 2024      |
| 6. Bid/Award                | Jan – Mar 2025      |
| 7. Construction (New)       | Apr – May 2025      |
| 8. Modernization            | Jun – Dec 2025      |

- C. The durations stated above include the review periods of **7 calendar days** required by the District.
  
- D. 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, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. 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:

| <b>PERCENTAGE OF TOTAL FEE PER PHASE</b>  |                     |
|---|---------------------|
| <b>Phase</b>  | <b>Phase Amount</b> |
| Pre-Design/Architectural Program Development Phase                                  | <u>2.5%</u>         |
| Schematic Design Phase  | <u>10%</u>          |
| Design Development Phase  | <u>17.5%</u>        |
| Construction Documents Phase-Submittal to DSA                                       | <u>30%</u>          |
| Approval by DSA   | <u>5%</u>           |
| Bidding Phase   | <u>2%</u>           |
| Construction Contract Administration Phase  | <u>23%</u>          |
| Close Out Phase   | <u>10%</u>          |
| Generate Punch List   | 2%                  |
| Sign Off On Punch List  | 2%                  |
| Receive and Review All M & O Documents  | 2%                  |
| Filing All DSA Required Close Out Documents   | 2%                  |
| Receiving DSA Close Out, including DSA approval of the final set of Record Drawings | 2%                  |
| <b>TOTAL BASE COMPENSATION</b>  | <b>100%</b>         |

**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. Pre- Design/Architectural Program Development 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 Pre-Design/Architectural Program.

**b. 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.

**c. For Design Development 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 Design Development Phase by the District.

**d. 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.

**e. 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.

**f. 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.

**g. 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.** Two million dollars (\$2,000,000) 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





By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF EXHIBIT

**EXHIBIT "G"**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: Ethel Phillips ES Campus Renewal / 0110-468 between the Sacramento City Unified School District ("District") and HMC Architects ("Consultant") ("Contract" or "Project").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

|   |   |
|---|---|
| <i>Vendor Name/Financial Institution (Printed)</i><br>HMC Architects  | <i>Federal ID Number (or n/a)</i><br>95-2109939 |
| <i>By (Authorized Signature)</i><br> |   |
| <i>Printed Name and Title of Person Signing</i><br>Vipul Safi, Principal In Charge                                      | <i>Date Executed</i><br>04/29/24                |

END OF DOCUMENT

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**And**  
**New Hope Community Development Corporation**

**Amendment No. 1**

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and New Hope Community Development Center (“NHDCDC”), dated August 21, 2023 is hereby amended as follows:

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse NHDCDC for direct services not to exceed **\$342,282.00**, which represents an increase of **\$64,038.00** to the agreement. The increase is due to NHDCDC serving more students than what was originally written in the contract. The increased amount is for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.

Breakdown:

- Students to Staff Ratio in grades 1<sup>st</sup> through 8<sup>th</sup> is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1<sup>st</sup> through 8<sup>th</sup> grade programs are funded at \$12.60 per student per day.
- TK/K programs are funded at \$20 per student per day.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day.

| School Name/Program                 | Target Attendance for 180 Days in the original contract | Original Contract Amount | Additional Number of Students | Increase           | Total Amount including the increase |
|-------------------------------------|---|--------------------------|-------------------------------|--------------------|-------------------------------------|
| Hollywood Park After School Program | 73  | \$165,564.00             | 10 for 163 days               | \$20,538.00        | \$186,102.00                        |
| Hollywood Park TK/K Program         | 10  | \$36,000                 | 7 for 141 days                | \$19,740.00        | \$55,740.00                         |
| William Land Before School Program  | 60  | \$71,280                 | 20 for 180 days               | \$23,760.00        | \$95,040.00                         |
| <b>Total</b>                        |   | \$272,844.00             |                               | <b>\$64,038.00</b> | \$336,882.00                        |

**Funding Distribution:**

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00 + **\$64,038.00** (Increase) = \$207,162.00

ELOP for Training Hours = \$5,400.00

**Total = \$342,282.00**

All other provisions of the Agreement remain unchanged.

**IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.**

**District:**

\_\_\_\_\_  
Janea Marking  
Chief Business Officer

\_\_\_\_\_  
Date

**New Hope Community Development Corporation:**

*Enoch Yeung*  
\_\_\_\_\_  
Enoch Yeung, Executive Director

5/1/2024  
\_\_\_\_\_

Date

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**and**  
**New Hope Community Development Corporation**

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 21, 2023 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary**; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

**All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

**B. Payment.**

- i. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$278,244.00** (which includes 18 hours of training for 15 NHCDC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.
- iv. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.
- v. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

**Breakdown: 2023-24 School Year**

- Students to Staff Ratio in grades 1<sup>st</sup> through 8<sup>th</sup> is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1<sup>st</sup> through 8<sup>th</sup> grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP        |
|--|--------------------------------|-----------------------|---|-------------|
| Hollywood Park Elementary                | 73                             | \$165,564.00          | \$129,720.00  | \$35,844.00 |
| Hollywood Park TK/K                      | 10                             | \$36,000.00           |   | \$36,000.00 |
| <b>Total</b>                             |                                | <b>\$201,564.00</b>   | \$129,720.00  | \$71,844.00 |

| <b>Before School Programs</b> | <b>Target Attendance for 180 Days</b> | <b>Total Contract Amount</b> | <b>ASES (After School Education and Safety Grant)/Other Grants</b> | <b>ELOP</b>        |
|-------------------------------|---------------------------------------|------------------------------|--|--------------------|
| William Land Elementary       | 60                                    | \$71,280.00                  |  | \$71,280.00        |
| <b>Total</b>                  |                                       | <b>\$71,280.00</b>           |  | <b>\$71,280.00</b> |

Training Amount = 18 hours x 15 employees x \$20 = \$5,400.00 included in the total of ELOP grant funds.

**Funding Distribution:**

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00

ELOP for Training Hours = \$5,400.00

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

**Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than five million dollars (**\$5,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.



E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. NHCDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from August 21, 2023 through June 14, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, NHCDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by NHCDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither NHCDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. NHCDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees,

and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. NHCDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. NHCDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such

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

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

**DISTRICT:**

By: 
DocuSigned by:  
*Jesse M. Castillo*  
62FA4B50BB04454
 09/01/2023  
Jesse M. Castillo Date  
Assistant Superintendent of Business Services  
Sacramento City Unified School District

**AGENCY NAME: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION**

By: 
*Enoch Yeung*
 8/24/23  
Authorized Signature Date

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone 510-541-4238

Number: Email Address: enochy@gmail.com

Sacramento City Unified School District and New Hope Community Development Corporation:  
Scope of Services  
Attachment A

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DISTRICT shall:

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

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21<sup>st</sup> Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside NHCDC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

Sacramento City Unified School District and New Hope Community Development Corporation  
 Program Expectations  
 Attachment B

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**District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse Prevention to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. District Disciplinary Protocol
  - f. SCUSD Wellness Policy
  - g. Cell phone policy, Dress Code
  - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
  - b. Clear, positively stated program rules and expectations.
  - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
  - d. Follow all field trip policies and procedures
  - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
  - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
  - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 30 minutes prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
  - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, NHCDC/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at  
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

001

**CHANGE ORDER**

**Project: Theodore Judah Playground**  
**Bid No.: 0363-409**

**Date: March 29, 2024**  
**DSA File No.: 34 53**  
**DSA Appl. No.: 02-120988**

The following parties agree to the terms of this Change Order:

**Owner:** Sacramento Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

**Contractor:** Lamon Construction Co.  
871 Von Geldern Way  
Yuba City, CA 95991

**Architect:** California Design West Architects  
2100 19<sup>th</sup> Street  
Sacramento, CA 95818

**Project Inspector:** George Van Dusen dba Pheonix  
Construction

| Reference   | Description   | Cost       | Days Ext. |
|---|---|------------|-----------|
| AED #001<br>Requested by: RFI 001<br>Performed by: Lamon            | At <b>Theodore Judah</b> , RFI 001 removed the skate deterrents on some of the ramps from the scope of work   | \$(2,235)  | 0         |
| AED #002<br>Requested by: ASI<br>001R<br>Performed by: Lamon        | At <b>Theodore Judah</b> , ASI 001 made changes to the striping plan  | \$5,754    | 0         |
| AED #003<br>Requested by: Email<br>Direction<br>Performed by: Lamon | At <b>Theodore Judah</b> , Due to changes in the height of finish grade, building vents were going to be buried   | \$12,000   | 0         |
| AED #004<br>Requested by: OAC<br>Meeting<br>Performed by: Lamon     | At <b>Theodore Judah</b> , At the weekly OAC meeting, it was determined that the gas line was already a poly line and there was no need to replace.       | \$(45,500) | 0         |
| AED #005<br>Requested by: Owner<br>Performed by: Lamon              | At <b>Theodore Judah</b> , The playground heights were verified to be correct and the line item in the SOV was to be credited back                        | \$(10,000) | 0         |
| AED #006<br>Requested by: PR 004<br>Performed by: Lamon             | At <b>Theodore Judah</b> , it was missed that the ramps were to be OFCI, to prevent delays in the use of classroom contractor was to build concrete ramps | \$24,766   | 0         |

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

**CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

1W  
4/15/24

|   |   |  |                  |
|---|---|--|------------------|
| AED #007<br>Requested by: RFI 008<br>Performed by: Lamon                | At <b>Theodore Judah</b> , it was discovered that the utilizes were shallow and the contractor requested to use AB instead of cement treat.                           | \$7,069  | 0                |
| AED #008<br>Requested by: RFI 003 & PR 001<br>Performed by: Lamon       | At <b>Theodore Judah</b> , it was discovered that the sewer line belonged to the city and contractor was directed to remove that section of the sewer line from scope | \$(11,666)   | 0                |
| AED #009<br>Requested by: RFI 005 & PR 003<br>Performed by: Lamon       | At <b>Theodore Judah</b> , it was discovered that the ramp that was to be replaced was sitting over a utility chase.  | \$26,233   | 0                |
| AED #010<br>Requested by: Email<br>Direction<br>Performed by: Lamon     | At <b>Theodore Judah</b> , it was discovered that the sides of the building needed to be ground and repainted. The shed was also painted and the dry rot replaced.    | \$8,320  | 0                |
| AED #011<br>Requested by: District<br>Direction<br>Performed by: Lamon  | At <b>Theodore Judah</b> , it was discovered that the plans were missing three sets of handrails.   | \$7,642  | 0                |
| AED 012<br>Requested by: District<br>Direction<br>Performed by: Lamon   | At <b>Theodore Judah</b> , it was discovered there were additional clean outs that needed to be installed to complete the drainage system                             | \$5,360  | 0                |
| AED # 013<br>Requested by: District<br>Direction<br>Performed by: Lamon | At <b>Theodore Judah</b> , Needed to replace existing door for wheelchair access and adding a key card per district request   | \$34,626   | 0                |
| AED #014<br>Requested by: District<br>Direction<br>Performed by: Lamon  | At <b>Theodore Judah</b> , Replacement hardware for the new door. Old hardware returned to M&O  | \$2,736  | 0                |
| Contract time will be adjusted as follows:                              |   | Original Allowance Amount:                         | \$75,000         |
| Previous Completion Date: <u>9/29/2023</u>                              |   | Amount of Allowance Used:                          | \$65,105         |
| <u>0</u> Calendar Days Extension (zero unless otherwise indicated)      |   | <b>Allowance Remaining Reconciled to Contract:</b> | <b>\$(9,895)</b> |
| Current Completion Date: <u>1/30/2024</u>                               |   | Original Contract Amount                           | \$2,424,000      |
|   |   | New Contract Amount                                | \$2,414,105      |

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:

\_\_\_\_\_  
Janea Marking

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Ken Norton

\_\_\_\_\_  
4/16/24  
Date

Architect:

\_\_\_\_\_  
Shane Trump

\_\_\_\_\_  
04/24/2024  
Date

Project Inspector:

\_\_\_\_\_  
George Van Dusen

\_\_\_\_\_  
04/25/2024  
Date

END OF DOCUMENT



*Janea Marking, Chief Business and Operations Officer*  
*Chris Ralston, Assistant Superintendent of Facilities*

**AMENDMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 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 May 16, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from August 2023 to June 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of \$463,020.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Additional services requested by District outside of original scope of work  
Verde Design services, Pathway Pedestrian Lighting from the Baseball and Softball bleachers to the safe dispersal area

**Description of funding changes to contract:**

|  |                            |
|--|----------------------------|
| Original contract amount .....                       | \$415,070.00               |
| Previous change orders through change order #- ..... | \$33,650.00                |
| Contract amount prior to this change order .....     | \$448,720.00               |
| Amount of this change order.....                     | \$14,300.00                |
| <b>NEW CONTRACT AMOUNT.....</b>                      | <b><u>\$463,020.00</u></b> |

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: May 16, 2024

**Sacramento City Unified School  
District**

**Verde Design, Inc.**

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Janea Marking  
Chief Business and Operations Officer



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Mark Baginski



*Janea Marking, Chief Business and Operations Officer*  
*Chris Ralston, Assistant Superintendent of Facilities*

**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Design West Architects ("Architect ") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on November 16, 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 May 16, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from November 16, 2023 to February 1, 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of \$820,710, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Additional Services outside of scope of work including add-alternate Kitchen electrification

**Description of funding changes to contract:**

|  |              |
|--|--------------|
| Original contract amount .....                       | \$405,000.00 |
| Previous change orders through change order #- ..... | \$0.00       |
| Contract amount prior to this change order .....     | \$405,000.00 |
| Amount of this change order.....                     | \$415,710.00 |

**NEW CONTRACT AMOUNT.....\$820,710.00**

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

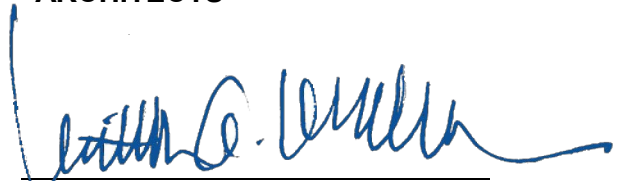
**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: May 16, 2024

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

**CALIFORNIA DESIGN WEST  
ARCHITECTS**



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Janea Marking  
Chief Business and Operations Officer

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Mitch McAllister



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

**Meeting Date:** May 16, 2024

**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 May 16, 2024
2. Classified Personnel Transactions Dated May 16, 2024

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

**Submitted by:** Cancy McArn, Ed.D, Chief Human Resources Officer

**Approved by:** Lisa Allen, Superintendent









# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

**Meeting Date:** May 16, 2024

**Subject:** Approve Donations to the District for the Period of March 1-31, 2024

- 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 March 1-31, 2024

**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 March 1-31, 2024

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, 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  |
| BA24-0001684   | Posted         | Rotary Club of South Sacramento | 8482     | Check        | 03/26/24     | 3972                 |           |     |            | Playground Supplies, Rotary C | 1,025.26        |
| 01-0812-0-8690-  | -              | -                               | -        | -            | 0101-        |                      | 1,025.26  |     |            |                               |                 |
| BA24-0001783   | Posted         | (000454) BENEVITY FUND          | 8489     | Electronic F | 03/29/24     |                      |           |     |            | 3/29/24 BENEVITY FUND FO      | 60.00           |
| 01-0812-0-8690-  | -              | -                               | -        | -            | 0384-        |                      | 60.00     |     |            |                               |                 |
| <b>Total for Sacramento City Unified School District</b> |                |                                 |          |              |              |                      |           |     |            |                               | <b>1,085.26</b> |

| Fund-Object Recap  |                                |                 |
|--|--------------------------------|-----------------|
| 01-8690  | Donation Board Acknowledgement | 1,085.26        |
| <b>Fund 01 - General Fund</b>                            |                                | <b>1,085.26</b> |
| <b>Fiscal Year 2024</b>                                  |                                |                 |
| <b>Total for Sacramento City Unified School District</b> |                                | <b>1,085.26</b> |

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, 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    |
| BM24-0000549   | Posted         | (4265) SMUD                     | 8405     | Check        | 03/06/24     | 00001103451          |           |     | BMO010524  | CED22-014 2024, SMUD, Ck     | 3,000.00          |
| 01-0812-0-8690-  | -              | -                               | -        | -            | -            | 0733-                |           |     |            |                              | 3,000.00          |
| BM24-0000629   | Posted         | Sacramento Cnty Pub Conservator | 8447     | Check        | 03/20/24     | 740493               |           |     | BMO032924  | Inheritance, Sac Cnty Pub Co | 199,666.47        |
| 01-0812-0-8690-  | -              | -                               | -        | -            | -            | 0525-                |           |     |            |                              | 199,666.47        |
| BM24-0000648   | Posted         | HOUGHTON MIFFLIN HARCOURT       | 8469     | Check        | 03/27/24     | 0500495326           |           |     | BMO010524  | LEATAATA FLOYD DONA,HC       | 2,500.00          |
| 01-0812-0-8690-  | -              | -                               | -        | -            | -            | 0148-                |           |     |            |                              | 2,500.00          |
| <b>Total for Sacramento City Unified School District</b> |                |                                 |          |              |              |                      |           |     |            |                              | <b>206,251.73</b> |

| Fund-Object Recap  |                                |                   |
|--|--------------------------------|-------------------|
| 01-8690  | Donation Board Acknowledgement | 205,166.47        |
| <b>Fund 01 - General Fund</b>                            |                                | <b>205,166.47</b> |
| <b>Total for Sacramento City Unified School District</b> |                                | <b>206,251.73</b> |

| Org Recap                                      |          |
|--|----------|
| <b>Sacramento City Unified School District</b> |          |
| C - Check                                      | 1,025.26 |
| E - Electronic Funds Xfer                      | 60.00    |

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, 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             | 205,166.47        |
| <b>Total Receipts</b> | <b>206,251.73</b> |
| <b>Report Total</b>   | <b>206,251.73</b> |

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, 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# 13.1d

**Meeting Date:** May 16, 2024

**Subject:** Approve Purchase Order Board Report for the Period of March 15, 2024, through April 14, 2024

- 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 March 15, 2024, through April 14, 2024

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Superintendent

Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\*

| PO Number | Vendor Name                         | Description   | Location                      | Fund | Account Amount |
|-----------|-------------------------------------|---|-------------------------------|------|----------------|
| B24-00990 | EAN SERVICES LLC                    | HMS FT TRANSPORTATION BLANKET                       | HIRAM W. JOHNSON HIGH SCHOOL  | 01   | 1,500.00       |
| B24-00991 | TAYLOR FARM PACIFIC                 | PRODUCE AND MINI MEALS FOR CK SUPPER PROGRAM        | NUTRITION SERVICES DEPARTMENT | 13   | 320,000.00     |
| B24-00992 | CSUS CAREER CENTER                  | TCHER RESIDENCY IMPLEMENTATION & EXPANSION          | HUMAN RESOURCE SERVICES       | 01   | 80,000.00      |
| B24-00993 | [REDACTED]                          | SETTLEMENT REIMB MOU [REDACTED]                     | SPECIAL EDUCATION DEPARTMENT  | 01   | 30,000.00      |
| B24-00994 | [REDACTED]                          | SETTLEMENT REIMB OAH [REDACTED]                     | SPECIAL EDUCATION DEPARTMENT  | 01   | 8,500.00       |
| B24-00995 | [REDACTED]                          | [REDACTED] PARENT REIMBURSEMENT OAH CASE [REDACTED] | SPECIAL EDUCATION DEPARTMENT  | 01   | 3,000.00       |
| B24-00996 | CITY OF SACRAMENTO REVENUE DIVISION | FALSE FIRE ALARMS                                   | BUSINESS SERVICES             | 01   | 50,000.00      |
| B24-00997 | HANNIBAL'S CATERING                 | CATERING FOR CAC MEETINGS 2023-24SY                 | SPECIAL EDUCATION DEPARTMENT  | 01   | 10,000.00      |
| B24-00998 | MICHAEL'S TRANSPORTATION            | TRANSPORTATION - BASEBALL & SOFTBALL GAMES          | LUTHER BURBANK HIGH SCHOOL    | 21   | 5,000.00       |
| B24-00999 | AMADOR STAGE LINES INC              | TRANSPORTATION - SOFTBALL GAMES                     | LUTHER BURBANK HIGH SCHOOL    | 21   | 3,400.00       |
| B24-01000 | ALL WEST COACHLINES INC             | TRANSPORTATION - BASEBALL & SOFTBALL                | LUTHER BURBANK HIGH SCHOOL    | 21   | 19,000.00      |
| B24-01001 | SIGNATURE GRAPHICS                  | 0510-433 CKM HVAC MOD BLUEPRINTING SERVICES         | FACILITIES SUPPORT SERVICES   | 21   | 500.00         |
| B24-01002 | SIGNATURE GRAPHICS                  | 0510-470 CKM SOFTBALL BASEBALL BLUEPRINTING SVC     | FACILITIES SUPPORT SERVICES   | 21   | 500.00         |
| B24-01003 | SIGNATURE GRAPHICS                  | 0510-434 CKM KITCHEN BLUEPRINTING SERVICES          | FACILITIES SUPPORT SERVICES   | 21   | 500.00         |
| B24-01004 | SIGNATURE GRAPHICS                  | 0530-470 LBHS SOFTBALL BASEBALL BLUEPRINTING SVC    | FACILITIES SUPPORT SERVICES   | 21   | 500.00         |
| B24-01005 | SOIL BORN FARMS                     | FIELD TRIP TO SOILBORN FARMS-CDFA GRANT FY23-24     | NUTRITION SERVICES DEPARTMENT | 13   | 4,500.00       |
| B24-01006 | [REDACTED]                          | PARENT MILEAGE REIMBURSEMENT                        | SPECIAL EDUCATION DEPARTMENT  | 01   | 1,930.00       |
| B24-01008 | STERICYCLE INC                      | ON-SITE SHREDDING SERVICE                           | LUTHER BURBANK HIGH SCHOOL    | 01   | 1,250.00       |
| B24-01009 | LAKESHORE LEARNING MATERIALS        | LAKESHORE CLASSROOM LEARNING (SPED DEPT)            | THEODORE JUDAH ELEMENTARY     | 01   | 275.00         |
| B24-01010 | 4 IMPRINT INC                       | COMMUNITY EVENTS MATERIALS DEP. 704 FY24            | COMMUNICATIONS OFFICE         | 01   | 10,000.00      |
| B24-01011 | FRONTLINE TECHNOLOGIES GROUP LLC    | BLANKET FOR ESCAPE/FRONTLINE                        | EMPLOYEE COMPENSATION         | 01   | 2,000.00       |

\*\*\* 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 03/15/2024 - 04/14/2024 \*\*\***

| PO Number   | Vendor Name                                | Description                                      | Location                      | Fund | Account Amount |
|-------------|--|--|-------------------------------|------|----------------|
| B24-01012   | THE HOME DEPOT USA THE HOME DE POT PRO     | BUILDING AND TRADE ACADEMY SUPPLIES 2023-24SY    | LUTHER BURBANK HIGH SCHOOL    | 01   | 4,000.00       |
| B24-01013   | SCHOOL SPECIALTY                           | 23-24 BLANKET ORDER INSTRUCTIONAL MATERIALS ARTS | OAK RIDGE ELEMENTARY SCHOOL   | 01   | 10,000.00      |
| B24-01014   | LAKESHORE LEARNING MATERIALS               | INSTRUCTIONAL SUPPLIES                           | HIRAM W. JOHNSON HIGH SCHOOL  | 01   | 2,000.00       |
| B24-01015   | SCHOLASTIC INC SCHOLASTIC MAGA ZINES       | 23-24 BLANKET ORDER FOR CLASSROOM READING BOOKS  | OAK RIDGE ELEMENTARY SCHOOL   | 01   | 7,000.00       |
| CHB24-00361 | UBEO WEST LLC dba UBEO BUSINESS S SERVICES | CANON COPIER RENTAL 2023-2024                    | HOLLYWOOD PARK ELEMENTARY     | 01   | 3,000.00       |
| CHB24-00362 | ODP BUSINESS SOLUTIONS LLC                 | OFFICE DEPOT BLANKET                             | A. M. WINN - K-8              | 01   | 2,100.00       |
| CHB24-00363 | ODP BUSINESS SOLUTIONS LLC                 | LCFF 23-24 OD CLASSROOM SUPPLIES                 | THEODORE JUDAH ELEMENTARY     | 01   | 400.00         |
| CHB24-00364 | OFFICE DEPOT                               | CPA BUILDING AND TRADE ACADEMY GRANT             | LUTHER BURBANK HIGH SCHOOL    | 01   | 2,000.00       |
| CHB24-00365 | ODP BUSINESS SOLUTIONS LLC                 | CLASSROOM SUPPLIES                               | ROSEMONT HIGH SCHOOL          | 01   | 10,000.00      |
| CHB24-00366 | ODP BUSINESS SOLUTIONS LLC                 | School supplies for low income                   | FATHER K.B. KENNY - K-8       | 01   | 8,000.00       |
| CHB24-00367 | ODP BUSINESS SOLUTIONS LLC                 | SCHOOL SUPPLIES FOR LOW-INCOME                   | FATHER K.B. KENNY - K-8       | 01   | 2,392.50       |
| CHB24-00368 | ODP BUSINESS SOLUTIONS LLC                 | SUMMER BRIDGE INSTRUCTIONAL MATERIALS            | UMOJA INTERNATIONAL ACADEMY   | 01   | 5,000.00       |
| CHB24-00369 | ODP BUSINESS SOLUTIONS LLC                 | LCFF OFFICE DEPOT - FY 23/24                     | CROCKER/RIVERSIDE ELEMENTARY  | 01   | 4,000.00       |
| CHB24-00370 | ODP BUSINESS SOLUTIONS LLC                 | 2023-24 Office Depot                             | EARL WARREN ELEMENTARY SCHOOL | 01   | 2,500.00       |
| CHB24-00371 | ODP BUSINESS SOLUTIONS LLC                 | OFFICE DEPOT                                     | LEATAATA FLOYD ELEMENTARY     | 01   | 2,334.00       |
| CHB24-00372 | ODP BUSINESS SOLUTIONS LLC                 | OFFICE DEPOT                                     | LEATAATA FLOYD ELEMENTARY     | 01   | 1,500.00       |
| CHB24-00373 | ODP BUSINESS SOLUTIONS LLC                 | OFFICE DEPOT BLANKET 2023-24 STUDENT MATERIAL    | PACIFIC ELEMENTARY SCHOOL     | 01   | 13,000.00      |
| CHB24-00374 | ODP BUSINESS SOLUTIONS LLC                 | 2023-2024 (0007) INSTRUCTIONAL SUPPLIES          | OAK RIDGE ELEMENTARY SCHOOL   | 01   | 13,000.00      |
| CHB24-00375 | ODP BUSINESS SOLUTIONS LLC                 | OFFICE DEPOT                                     | LEATAATA FLOYD ELEMENTARY     | 01   | 2,002.00       |
| CHB24-00376 | ODP BUSINESS SOLUTIONS LLC                 | OD BLANKET                                       | O. W. ERLEWINE ELEMENTARY     | 01   | 700.00         |
| CHB24-00377 | ODP BUSINESS SOLUTIONS LLC                 | SCHOOL SUPPLIES FOR LOW INCOME                   | FATHER K.B. KENNY - K-8       | 01   | 1,650.00       |
| CHB24-00378 | ODP BUSINESS SOLUTIONS LLC                 | 2023-2024 BLANKET FOR OFFICE DEPOT SUPPLIES      | GENEVIEVE DIDION ELEMENTARY   | 01   | 232.76         |
| CHB24-00379 | ODP BUSINESS SOLUTIONS LLC                 | COMMUNICATION COSTS (POSTAGE)                    | FATHER K.B. KENNY - K-8       | 01   | 700.00         |

\*\*\* 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 03/15/2024 - 04/14/2024 \*\*\***

| PO Number   | Vendor Name  | Description                                       | Location                     | Fund | Account Amount |
|-------------|--|---|------------------------------|------|----------------|
| CHB24-00380 | ODP BUSINESS SOLUTIONS LLC                             | OFFICE DEPOT - INSTRUCTION SUPPLIES               | WOODBINE ELEMENTARY SCHOOL   | 01   | 15,000.00      |
| CHB24-00381 | ODP BUSINESS SOLUTIONS LLC                             | OFFICE DEPOT CHARGEBACK                           | CAPITAL CITY SCHOOL          | 01   | 24,900.00      |
| CHB24-00382 | ODP BUSINESS SOLUTIONS LLC                             | AFTER DEADLINE - ODP SUPPLIES                     | MARTIN L. KING JR ELEMENTARY | 01   | 1,087.50       |
| CS24-00453  | FRANKLIN COVEY CLIENT SALES                            | 23-24 LEADER IN ME MEMBERSHIP AND COACHING        | JOHN CABRILLO ELEMENTARY     | 01   | 8,740.00       |
| CS24-00454  | JDQH LA FAMILY LLC dba KONA-IC E OF CENTRAL SACRAMENTO | AFTERSCHOOL MASTERS/ENRICHMENT EVENT              | NEW JOSEPH BONNHEIM          | 09   | 395.00         |
| CS24-00455  | BRIDGES OF THE MIND PSYCHOLOGICAL SERVICES             | Psycho-Educational Assessment                     | SPECIAL EDUCATION DEPARTMENT | 01   | 7,500.00       |
| CS24-00456  | HEALTHY MIND SACRAMENTO PSYCHOLOGICAL SERVICE          | Psychological Services for [REDACTED]             | SPECIAL EDUCATION DEPARTMENT | 01   | 20,000.00      |
| CS24-00457  | GIONOVAN BEAN  | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 127.00         |
| CS24-00458  | STUDIO T ARTS  | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 1,016.00       |
| CS24-00459  | HALI HENRY-BROWN                                       | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 127.00         |
| CS24-00460  | KIRSTEN JOHNS  | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 127.00         |
| CS24-00461  | SCOE FINANCIAL SERVICES                                | SA SERVICES<br>SCOE/SCUSD-CCR 2023-24             | COUNSELING SERVICES          | 01   | 10,500.00      |
| CS24-00462  | EMMERALD EVANS   | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 508.00         |
| CS24-00463  | ALEX JEREMY VANG                                       | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 127.00         |
| CS24-00464  | SCIENCE ALLIANCE LLC                                   | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 254.00         |
| CS24-00465  | KAMIKA HEBBERT DBA KAMIKA SPEAKS                       | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 508.00         |
| CS24-00466  | CUBICLE CONNECTION LLC                                 | Summit Presenter                                  | YOUTH DEVELOPMENT            | 01   | 1,016.00       |
| CS24-00467  | SCOE SLY PARK  | SCOE AGREEMENT<br>CI:ELA_2023_09 SCUSD SBA        | SUSAN B. ANTHONY ELEMENTARY  | 01   | 7,200.00       |
| CS24-00468  | ENTEK CONSULTING GROUP, INC                            | 0525-442 JFK SWIMMING POOL INSPECTION SERVICES    | FACILITIES SUPPORT SERVICES  | 21   | 4,250.00       |
| CS24-00469  | B & B LOCATING INC                                     | 0272-416 PARKWAY SHADE STRUCTURE UTILITY LOCATING | FACILITIES SUPPORT SERVICES  | 21   | 900.00         |
| CS24-00470  | SOLUTION TREE  | PROF LEARNING FOR 3 YRS (2022-2025) YR 2 OF 3     | ACADEMIC OFFICE              | 01   | 658,350.00     |
| CS24-00472  | PLANNING DYNAMICS GROUP                                | 477 PACIFIC ES NEW SCHOOL - CEQA SERVICES         | FACILITIES SUPPORT SERVICES  | 21   | 2,480.00       |
| CS24-00473  | PLANNING DYNAMICS GROUP                                | 0415-468 CAL CAMPUS RENEWAL - CEQA SVC            | FACILITIES SUPPORT SERVICES  | 21   | 2,000.00       |
| CS24-00474  | ASI PEAK ADVENTURES                                    | PEAK ADVENTURES ROPES COURSE TRIP - LPPA          | C. K. McCLATCHY HIGH SCHOOL  | 01   | 7,600.00       |
| CS24-00475  | WIDE OPEN WALLS  | Mural repair - Bret Harte                         | ACADEMIC OFFICE              | 01   | 1,000.00       |
| CS24-00476  | WARREN CONSULTING ENGINEERS                            | 0142-468 HOLLYWOOD PARK RENEWAL - SURVEYING SVC   | FACILITIES SUPPORT SERVICES  | 21   | 43,200.00      |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number  | Vendor Name   | Description  | Location                     | Fund | Account Amount |
|------------|---|--|------------------------------|------|----------------|
| CS24-00477 | MATTHEW C FABIAN                                      | 0530-470 LBHS BASEBALL FIELD INSPECTION SEVICES    | FACILITIES SUPPORT SERVICES  | 21   | 103,400.00     |
| CS24-00478 | WARREN CONSULTING ENGINEERS                           | 0110-468 ETHEL PHILLIPS RENEWAL - SURVEYING SVC    | FACILITIES SUPPORT SERVICES  | 21   | 54,100.00      |
| CS24-00479 | UNIVERSAL ENGINEERING SCIENCES                        | 0350-418 GDIDION PLYGRND-TESTING & INSPECTION SERV | FACILITIES SUPPORT SERVICES  | 21   | 1,902.50       |
| CS24-00480 | CAPITOL ADVISORS GROUP LLC                            | CAPITOL ADVISORS - ADVISORY & COMPLIANCE FY 23-24  | BUSINESS SERVICES            | 01   | 25,000.00      |
| CS24-00481 | ARMAND PEREZ dba AP CONSTRUCTI ON SRV                 | 0510-470 C.K. MCCLATCHY BASEBALL DSA INSPECTION    | FACILITIES SUPPORT SERVICES  | 21   | 58,350.00      |
| CS24-00482 | HMC ARCHITECTS  | 0530-403 BURBANK KITCHEN MODERNIZATION - A/E SVC   | FACILITIES SUPPORT SERVICES  | 21   | 330,750.00     |
| CS24-00483 | KATHERINE HOPKINS dba KATHY CA RLSO N CONSULTING      | KATHY CARLSON: 23-24 WORKFLOW CONSULTING SERVICES  | HUMAN RESOURCE SERVICES      | 01   | 100,000.00     |
| CS24-00484 | CALIFORNIA WEEKLY EXPLORER INC                        | WALK THROUGH PRESENTATION BY CA WEEKLY EXPLORER    | ABRAHAM LINCOLN ELEMENTARY   | 01   | 3,057.56       |
| CS24-00485 | HANKINS GROUP INC dba HANKINS ELECTRICAL CONTRACTING  | 0530-403 LBHS KITCHEN MOD ELECTRICAL DATA TRACKING | FACILITIES SUPPORT SERVICES  | 21   | 4,875.00       |
| CS24-00487 | WIDE OPEN WALLS                                       | Mural replacement - Father Keith B Kenny           | ACADEMIC OFFICE              | 01   | 2,000.00       |
| CS24-00488 | LANE 9 LLC DBA LANE 9                                 | Summit Presenter                                   | YOUTH DEVELOPMENT            | 01   | 1,524.00       |
| CS24-00489 | TRU XPRESSION   | Summit Presenter                                   | YOUTH DEVELOPMENT            | 01   | 254.00         |
| CS24-00490 | SOUTHERN CALIFORNIA REHAB dba CALIFORNIA RESOURCE SRV | Summit Presenter                                   | YOUTH DEVELOPMENT            | 01   | 508.00         |
| CS24-00491 | 916 INK   | Summit Presenter                                   | YOUTH DEVELOPMENT            | 01   | 762.00         |
| CS24-00492 | SACRAMENTO VALLEY MFG ALLIANCE                        | SVMA MARKETING SERVICES- MFG RANCHO CORDOVA        | CHARLES A. JONES CAREER & ED | 11   | 25,000.00      |
| CS24-00493 | SACRAMENTO VALLEY MFG ALLIANCE                        | SVMA CONTRACT - RANCHO CORDOVA - STUDENT STIPENDS  | CHARLES A. JONES CAREER & ED | 11   | 25,250.00      |
| CS24-00494 | AMNOR INC dba BOND DRIVING SCH OOL                    | 23-24 SUPPLEMENTAL PROVIDER                        | YOUTH DEVELOPMENT            | 01   | 23,970.00      |
| CS24-00495 | ALZA STRATEGIES LLC                                   | Alza Consulting Contract-Hilary McLean             | BOARD OF EDUCATION           | 01   | 25,000.00      |
| CS24-00496 | BRIAN FOSTER FOSTER REFEREE SE RVICE                  | 2024 REFEREE SVCS - SMALL HS SPORTS PROGRAM        | DEPUTY SUPERINTENDENT        | 01   | 3,630.00       |
| CS24-00497 | ST HOPE PUBLIC SCHOOLS                                | 2023-24 EXPANDED LEARNING- ST HOPE                 | YOUTH DEVELOPMENT            | 01   | 149,821.50     |
| CS24-00498 | ATLAS TECHNICAL CONSULTANTS                           | 477 PACIFIC ES NEW CONST-PHASE II SITE ASSESSMENT  | FACILITIES SUPPORT SERVICES  | 21   | 18,245.00      |

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| PO Number  | Vendor Name  | Description                                       | Location                       | Fund | Account Amount |
|------------|--|---|--------------------------------|------|----------------|
| CS24-00499 | TERRACON CONSULTANTS INC                           | 0272-416 PARKWAY SHADE STRUCTURE GEOTECH SERVICES | FACILITIES SUPPORT SERVICES    | 21   | 12,630.00      |
| CS24-00500 | PARENT TEACHER HOME VISIT PROJECT INC              | 23/24 PTHV HYBRID TRAINING                        | PARENT ENGAGEMENT              | 01   | 16,575.00      |
| CS24-00501 | SALSANA LLC  | 123, ANDRES PERFORMANCE                           | BG CHACON ACADEMY              | 09   | 3,000.00       |
| CS24-00502 | KENNETH DUNCAN JR dba BALL OUT ACADEMY INC         | CONFLICT MEDIATION/COMMUNITY ENGAGEMENT           | SAFE SCHOOLS OFFICE            | 01   | 20,000.00      |
| CS24-00503 | CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION INC | CORE (TO PROVIDE SIPPS FOR STUDENTS)              | SUY:U ELEMENTARY               | 01   | 13,500.00      |
| CS24-00504 | RHILDA FAYE SHARPE RF SHARPE CONSULTING            | SHARPE CONSULTING INVOICE                         | CAROLINE WENZEL ELEMENTARY     | 01   | 5,000.00       |
| CS24-00505 | [REDACTED]   | Assistive Technology [REDACTED]                   | SPECIAL EDUCATION DEPARTMENT   | 01   | 1,800.00       |
| CS24-00506 | SOL AUREUS COLLEGE PREPARATORY                     | 2023-2024 SUPPLEMENTAL PROVIDER                   | YOUTH DEVELOPMENT              | 01   | 146,507.64     |
| CS24-00507 | YOUTH FORWARD                                      | CONSULTING PROJECT WITH SCU SD COMMUNITY SCHOOL   | STUDENT SUPPORT&HEALTH SRVCS   | 01   | 70,000.00      |
| CS24-00508 | HEIDI KOSKI CONSULTING                             | Reimbursement For Heidi Koski                     | EARL WARREN ELEMENTARY SCHOOL  | 01   | 1,300.00       |
| CS24-00509 | SACRAMENTO VALLEY MFG ALLIANCE                     | SVMA Staff Service - MFG Program - RANCHO CORDOVA | CHARLES A. JONES CAREER & ED   | 11   | 43,500.00      |
| CS24-00510 | CROWE LLP  | AUDIT SERVICES BOND MSR H, Q & R YE 6/30/24       | BUSINESS SERVICES              | 21   | 42,000.00      |
| CS24-00511 | SCOE FINANCIAL SERVICES                            | 2023-24 SUPPLEMENTAL PROVIDER- SCOE               | YOUTH DEVELOPMENT              | 01   | 101,250.00     |
| CS24-00512 | JULIUS W THIBODEAUX JR                             | CONFLICT MEDIATION/COMMUNITY ENGAGEMENT           | SAFE SCHOOLS OFFICE            | 01   | 25,000.00      |
| CS24-00514 | NORCAL SCHOOL OF THE ARTS                          | Norcal FY 24                                      | MUSIC SECTION                  | 01   | 645,000.00     |
| CS24-00518 | CROWE LLP  | ANNUAL AUDIT SERVICES, YEAR END 6/30/24           | BUSINESS SERVICES              | 01   | 163,000.00     |
| P24-02763  | AMAZON CAPITAL SERVICES                            | CLASSROOM SUPPLIES FOR MATH - GEE                 | MIWOK MIDDLE SCHOOL            | 01   | 457.05         |
| P24-02789  | AMAZON CAPITAL SERVICES                            | Perez' Tech Order                                 | PARKWAY ELEMENTARY SCHOOL      | 01   | 43.49          |
| P24-02865  | AMAZON CAPITAL SERVICES                            | CLARITY 4 LEARNING, JILLTHOM-2023-24SY            | COUNSELING SERVICES            | 01   | 177.61         |
| P24-02881  | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO HJ (520) RM B2 / ATTN: SUZIE VANG      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02882  | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO HJ (520) RM B1 / ATTN: DOME CASILLAS   | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |

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|-----------|------------------------------|---|--------------------------------|------|----------------|
| P24-02883 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO A.LINCOLN (097) / ATTN: KIN DO         | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02884 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO J.BIDWELL (153) / ATTN:MARIA YANG      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02885 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO J.BIDWELL (153) / ATTN:CHARLOTTE BIER  | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02886 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO ED.KEMBLE(100) / ATTN: CHAO XIONG      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02887 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO OAKRIDGE (265) / ATTN: CHONG VANG      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02888 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO E.CREEK (104) / ATTN: IRINA ZOLNIKOV   | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02889 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO BGCHACON (024) / ATTN: YVETTE MARTINEZ | EARLY LEARNING & CARE PROGRAMS | 12   | 432.81         |
| P24-02890 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO SB ANTHONY (101) / ATTN:TORI GALLEGOS  | EARLY LEARNING & CARE PROGRAMS | 12   | 432.81         |
| P24-02891 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO WASHINGTON (379) / ATTN: WILL ANDERSON | EARLY LEARNING & CARE PROGRAMS | 12   | 432.81         |
| P24-02892 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO JOHN STILL (445) / ATTN: YVETTE LEE    | EARLY LEARNING & CARE PROGRAMS | 12   | 432.81         |
| P24-02893 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO BGMCCOY (024) / ATTN: CATHY VO         | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02894 | BOOKS EN MORE                | ENGLISH EL BOOK PURCHASE                          | AMERICAN LEGION HIGH SCHOOL    | 01   | 346.37         |
| P24-02895 | BOOKS EN MORE                | LIBRARY BOOKS 23-24                               | LUTHER BURBANK HIGH SCHOOL     | 01   | 265.81         |
| P24-02896 | BOOKS EN MORE                | BOOKS FOR ENGLISH DEPT                            | ENGINEERING AND SCIENCES HS    | 01   | 334.95         |
| P24-02897 | SCHOOL SPECIALTY             | INSTRUCTIONAL MATERIALS FOR 6TH GRD.              | A. M. WINN - K-8               | 01   | 161.54         |
| P24-02898 | EPIC SPORTS INC              | LUNCH TIME BALLS FOR STUDENTS                     | WILL C. WOOD MIDDLE SCHOOL     | 01   | 568.64         |
| P24-02899 | HODGE PRODUCTS INC           | PE LOCKS  | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 2,792.88       |
| P24-02900 | ULINE                        | STOP SIGN FOR CROSSING GUARD                      | A. M. WINN - K-8               | 01   | 73.29          |
| P24-02901 | SCUSD - US BANK CAL CARD     | RIVER CATS TICKETS/FIELD TRIP 4TH, 5TH, 6TH GRADE | WOODBINE ELEMENTARY SCHOOL     | 01   | 2,280.00       |
| P24-02902 | JONES SCHOOL SUPPLY CO INC   | CERTIFICATES FOR STUDENTS - JUST NEED P.O.        | JOHN CABRILLO ELEMENTARY       | 01   | 116.03         |
| P24-02903 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO J.SLOAT (168)/ ATTN: SARAH WONG        | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02904 | DISCOUNT SCHOOL SUPPLY       | DELIVER TO CAMELLIA (035) / ATTN: REENA SHARMA    | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02905 | LAKESHORE LEARNING MATERIALS | QUOTE # 57274 MLK (138), ATTN: HA TA              | EARLY LEARNING & CARE PROGRAMS | 12   | 1,589.87       |

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|-----------|---|--|--------------------------------|------|----------------|
| P24-02906 | LAKESHORE LEARNING MATERIALS                  | DAD'S EVENT - BILL CARR                            | EARLY LEARNING & CARE PROGRAMS | 12   | 228.30         |
| P24-02907 | LAKESHORE LEARNING MATERIALS                  | LS FOR FR. KBK - DENISE RICHARDSON                 | EARLY LEARNING & CARE PROGRAMS | 12   | 1,097.21       |
| P24-02908 | ESSENTIAL PACKS LLC                           | EMERGENCY LOCKDOWN KITS 2023-24 SY                 | SUY:U ELEMENTARY               | 01   | 503.93         |
| P24-02909 | GEOFFREY WINTRUP                              | GRAPHIC DESIGN FOR BANNERS 2023-24SY               | MIWOK MIDDLE SCHOOL            | 01   | 450.00         |
| P24-02910 | BSN SPORTS LLC                                | EQUIPMENT FOR HS FLAG FOOTBALL                     | EQUITY, ACCESS & EXCELLENCE    | 01   | 4,303.91       |
| P24-02911 | LAKESHORE LEARNING MATERIALS                  | TRANSITIONAL KINDER ORDER FOR JOHN BIDWELL         | EARLY LEARNING & CARE PROGRAMS | 01   | 3,330.77       |
| P24-02912 | CHARTER AMERICA BUS CO THANDI ENTERPRISES INC | BUS FOR CAREER EDU. FEILD TRIP ON 4/5/24           | COUNSELING SERVICES            | 01   | 1,360.80       |
| P24-02913 | LAKESHORE LEARNING MATERIALS                  | LS FOR PARKWAY - SONJA FULGHAM 2023-24SY           | EARLY LEARNING & CARE PROGRAMS | 12   | 551.62         |
| P24-02914 | KAESER & BLAIR INC                            | TK END OF YEAR BACK PACKS 2023-24SY                | EARLY LEARNING & CARE PROGRAMS | 01   | 6,712.30       |
| P24-02915 | MSC INDUSTRIAL SUPPLY CO                      | 9579 MFG INSTRUCTIONAL 2023-24 SUPPLIES SY         | CHARLES A. JONES CAREER & ED   | 11   | 101.37         |
| P24-02916 | JONES SCHOOL SUPPLY CO INC                    | STUDENT INCENTIVES AWARDS 2023-24SY                | WILL C. WOOD MIDDLE SCHOOL     | 01   | 2,806.21       |
| P24-02917 | AAA GARMENTS & LETTERING INC                  | PBIS PRIDE SHIRTS                                  | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 899.16         |
| P24-02918 | SCHOOL NURSE SUPPLY INC                       | NURSE SUPPLIES 2023-24 SY                          | GENEVIEVE DIDION ELEMENTARY    | 01   | 501.90         |
| P24-02919 | LAKESHORE LEARNING MATERIALS                  | LS FOR J MARSHALL - ROXANE SJOLUND 2023-24SY       | EARLY LEARNING & CARE PROGRAMS | 12   | 61.41          |
| P24-02920 | NASCO   | PURCHASE SUPPLIES, SM GROUP LIBRARY 2023-24SY      | HOLLYWOOD PARK ELEMENTARY      | 01   | 784.86         |
| P24-02921 | THE HOME DEPOT PRO                            | WOOD FOR SUTTER BENCH 2023-24SY                    | MIWOK MIDDLE SCHOOL            | 01   | 230.14         |
| P24-02922 | TAYMARK dba ANDERSON'S                        | PBIS REWARDS 2023-24SY                             | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 799.04         |
| P24-02923 | LAKESHORE LEARNING MATERIALS                  | LS FOR LEATAATA - RAMAN CLAR 2023-24SY             | EARLY LEARNING & CARE PROGRAMS | 12   | 1,118.75       |
| P24-02924 | ULINE   | ATTN: NURSE LISA - GLOVES 2023-24SY                | EARLY LEARNING & CARE PROGRAMS | 12   | 2,250.77       |
| P24-02925 | CDW GOVERNMENT                                | PRINTERS FOR IMMUNIZATION CLINIC                   | HEALTH SERVICES                | 01   | 797.53         |
| P24-02926 | DISCOUNT SCHOOL SUPPLY                        | SCHOOL SUPPLIES-PENCIL POUCHES 2023-24SY           | WILL C. WOOD MIDDLE SCHOOL     | 01   | 782.74         |
| P24-02927 | BLICK ART MATERIALS                           | ART PAPER 2023-24SY                                | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 796.88         |
| P24-02928 | YOUNG INNOVATIONS                             | TOOTHBRUSHES & TOOTHPASTE - LISA STEVENS 2023-24SY | EARLY LEARNING & CARE PROGRAMS | 12   | 2,065.03       |
| P24-02929 | ODP BUSINESS SOLUTIONS LLC                    | WHITEBOARD - CLASSROOMS                            | WEST CAMPUS                    | 01   | 597.63         |

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|-----------|--|--|--------------------------------|------|----------------|
| P24-02930 | PACIFIC OFFICE AUTOMATION                                | RISO INK FOR RISO MACHINES                         | FERN BACON MIDDLE SCHOOL       | 01   | 669.47         |
| P24-02931 | LAKESHORE LEARNING MATERIALS                             | LS FOR SKILLS CENTER - YVETTE LEE 2023-24SY        | EARLY LEARNING & CARE PROGRAMS | 12   | 2,952.51       |
| P24-02932 | LAKESHORE LEARNING MATERIALS                             | DELIVER TO MLK CC , RM14, KRISTEN ENCINAS          | EARLY LEARNING & CARE PROGRAMS | 12   | 1,259.34       |
| P24-02933 | 3 FORTY INC  | COMMUNITY FAIR SUY:U ELEMENTARY 3/9/24             | COMMUNICATIONS OFFICE          | 01   | 1,870.00       |
| P24-02934 | LAKESHORE LEARNING MATERIALS                             | SB ANTHONY PRK ROOM 20, T GALLEGOS LAKESHORE ORDER | EARLY LEARNING & CARE PROGRAMS | 12   | 1,722.30       |
| P24-02935 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO SBANTHONY (101) ATTN:TORI GALLEGOS      | EARLY LEARNING & CARE PROGRAMS | 12   | 2,505.01       |
| P24-02936 | FOLLETT SCHOOL SOLUTIONS                                 | SUPPLEMENTARY MATERIALS FOR TESTING                | LUTHER BURBANK HIGH SCHOOL     | 01   | 878.96         |
| P24-02937 | LAKESHORE LEARNING MATERIALS                             | E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER   | EARLY LEARNING & CARE PROGRAMS | 12   | 1,812.73       |
| P24-02938 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO PARKWAY (272)/ ATTN: SONJA FULGHAM      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02939 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO LISBON (YPSA)/ ATTN: ROSE VINCENT       | EARLY LEARNING & CARE PROGRAMS | 12   | 432.81         |
| P24-02940 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO P.BURNETT (277) / ATTN: G.SHETAB        | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02941 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO MLK (138) / ATTN: HA TA                 | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02942 | DISCOUNT SCHOOL SUPPLY                                   | DELIVER TO PACIFIC (269)/ ATTN:A. RONSHEIMER       | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02943 | CDW GOVERNMENT   | CDW-G Epson Powerlite 119W                         | EARL WARREN ELEMENTARY SCHOOL  | 01   | 8,297.63       |
| P24-02944 | LAKESHORE LEARNING MATERIALS                             | E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER   | EARLY LEARNING & CARE PROGRAMS | 12   | 674.57         |
| P24-02945 | LAKESHORE LEARNING MATERIALS                             | E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER   | EARLY LEARNING & CARE PROGRAMS | 12   | 2,241.04       |
| P24-02946 | ODP BUSINESS SOLUTIONS LLC                               | LABOR SHOP / MIGUELS PRINTER                       | FACILITIES MAINTENANCE         | 01   | 860.26         |
| P24-02947 | ODP BUSINESS SOLUTIONS LLC                               | DELIVER TO MATSUYAMA CC, RM CC-1, PATRICIA BENOIT  | EARLY LEARNING & CARE PROGRAMS | 12   | 556.45         |
| P24-02948 | LAKESHORE LEARNING MATERIALS                             | SB ANTHONY PRK ROOM 20, T GALLEGOS LAKESHORE ORDER | EARLY LEARNING & CARE PROGRAMS | 12   | 4,052.95       |
| P24-02949 | SUMMIT TECHNOLOGY AFFILIATE db a JMP OFFICE TECHNOLOGIES | MAINT. AGREEMENT-EQUIP                             | CENTRAL PRINTING SERVICES      | 01   | 3,437.00       |
| P24-02950 | AMPLIFY  | DESMOS-ADDITIONAL LICENSES-SUPPLEMENTAL TECH       | FERN BACON MIDDLE SCHOOL       | 01   | 4,500.00       |
| P24-02951 | PLANETBIDS, LLC  | ePROCUREMENT LICENSE - 1 USER UPGRADE              | PURCHASING SERVICES            | 01   | 1,525.00       |
| P24-02952 | JOSTENS INC  | DIPLOMA COVERS FOR 2023-24 SY                      | C. K. McCLATCHY HIGH SCHOOL    | 01   | 4,890.43       |

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|-----------|--|---|--------------------------------|------|----------------|
| P24-02953 | ALL WEST COACHLINES INC                            | LSJ - FIELD TRIP TRANSPORTATION                   | LUTHER BURBANK HIGH SCHOOL     | 01   | 1,236.90       |
| P24-02954 | REMIND101 INC                                      | PARENT ENGAGEMENT/COMMUNICATION REMIND101         | FATHER K.B. KENNY - K-8        | 01   | 1,100.00       |
| P24-02955 | JACLYN GARCIA VITRUAL ASSISTANT SERVICES           | AFTERSCHOOL MASTERS-BOOKS FOR SCHOLARS            | NEW JOSEPH BONNHEIM            | 09   | 900.00         |
| P24-02956 | COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPT | TREAT AS CONFIRMING - HAZARDOUS MATERIALS FEES    | LUTHER BURBANK HIGH SCHOOL     | 01   | 1,127.00       |
| P24-02957 | EAN SERVICES LLC                                   | CJA FIELD TRIP CAR RENTAL L.A.                    | JOHN F. KENNEDY HIGH SCHOOL    | 01   | 530.21         |
| P24-02958 | UC REGENTS   | TREAT-AS-CONFIRMING: MODEL UN CONFERENCE          | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,165.00       |
| P24-02959 | AMERICAN REFRIGERATION SUPPLY ACCT #172405         | REFRIGERANT LEAK DETECTOR DUE TO STOLEN           | NUTRITION SERVICES DEPARTMENT  | 13   | 6,225.47       |
| P24-02960 | DREAMBOX LEARNING INC                              | DREAMBOX  | CESAR CHAVEZ INTERMEDIATE      | 01   | 10,978.00      |
| P24-02961 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO WOODBINE(390) / ATTN: JILL HERNANDEZ   | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02962 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO J.STILL (445)/ ATTN:YOLANDA PADILLA    | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02963 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO J.MARSHALL (305)/ ATTN: ROXANE SJOLUND | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02964 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO E.PHILLIPS (110)/ ATTN:C.ALVA          | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02965 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO L.FLOYD(148) / ATTN:RAMAN CLAR         | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02966 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO BEAR FLAG (SACP)/ ATTN:MELANIE LOR     | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02967 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO HWHARKNESS (139)/ ATTN: DIANA FRANCO   | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-02968 | DOWNTOWN FORD                                      | VEHICLE FOR SAFE SCHOOLS DIRECTOR                 | SAFE SCHOOLS OFFICE            | 01   | 45,527.84      |
| P24-02969 | BOOKS EN MORE                                      | ELC ENROLLMENT CENTER - DR. ANGELLE CARSON        | EARLY LEARNING & CARE PROGRAMS | 12   | 3,349.50       |
| P24-02970 | DEMCO INC  | ROCKER CHAIR FOR INT. SDC CLASS                   | A. M. WINN - K-8               | 01   | 222.94         |
| P24-02971 | ODP BUSINESS SOLUTIONS LLC                         | DELIVER TO J BIDWELL(153) RM 22 - CHARLOTTE BIER  | EARLY LEARNING & CARE PROGRAMS | 12   | 75.67          |
| P24-02972 | DISCOUNT SCHOOL SUPPLY                             | DELIVER TO DAWN WEYMOUTH CUBICLE 2218/FOR RUMI    | EARLY LEARNING & CARE PROGRAMS | 12   | 218.67         |
| P24-02973 | ODP BUSINESS SOLUTIONS LLC                         | ELAC SUPPLIES , READING, MATH, ELA                | HOLLYWOOD PARK ELEMENTARY      | 01   | 189.24         |
| P24-02974 | SCHOOL SPECIALTY                                   | SANITARY NAPKINS                                  | WEST CAMPUS                    | 01   | 224.94         |
| P24-02975 | ODP BUSINESS SOLUTIONS LLC                         | CLASSROOM INSTRUCTIONAL MATERIALS                 | SAM BRANNAN MIDDLE SCHOOL      | 01   | 1,301.74       |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number | Vendor Name                                  | Description                                      | Location                       | Fund | Account Amount |
|-----------|--|--|--------------------------------|------|----------------|
| P24-02976 | SCANTRON CORP                                | ABE/HSE SCANTRON_TEST SHEETS                     | CHARLES A. JONES CAREER & ED   | 11   | 353.14         |
| P24-02977 | ODP BUSINESS SOLUTIONS LLC                   | TIME CLOCK                                       | WEST CAMPUS                    | 01   | 247.94         |
| P24-02978 | PIFER-BRIGHAM LLC dba EASY ENG LISH NEWS     | EASY ENGLISH_INSTRUCTIONAL                       | CHARLES A. JONES CAREER & ED   | 11   | 750.00         |
| P24-02979 | TMA LASER GROUP INC                          | TONER PUCHASE 206A                               | AMERICAN LEGION HIGH SCHOOL    | 01   | 343.68         |
| P24-02980 | WRIGHT CELEBRATIONS! INC                     | STAGE/CHAIR RENTAL FOR 2023/2024 PROMOTION       | FERN BACON MIDDLE SCHOOL       | 01   | 5,011.66       |
| P24-02981 | 4 IMPRINT INC                                | CUSTOMIZED MUGS FOR RECRUIT                      | EARLY LEARNING & CARE PROGRAMS | 12   | 2,418.62       |
| P24-02982 | LUX BUS AMERICA CO                           | BUS FOR 6TH GRADE FIELDTRIP 2023/2024            | FATHER K.B. KENNY - K-8        | 01   | 4,796.49       |
| P24-02983 | MICHAEL'S TRANSPORTATION                     | 6th Grade UC Davis Charter Bus                   | GOLDEN EMPIRE ELEMENTARY       | 01   | 2,840.00       |
| P24-02984 | COUNTY OF SACRAMENTO ENVIRONMENTAL MGMT DEPT | POOL REC HEALTH PERMIT IN616164                  | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 859.00         |
| P24-02985 | LEONI MEADOWS                                | FIELD TRIP LEONI MEADOWS SUY:U ELEMENTARY        | SUY:U ELEMENTARY               | 01   | 200.00         |
| P24-02986 | PUT-IN-CUPS LLC                              | PUT IN CUPS FOR FENCE - RENAMING                 | MIWOK MIDDLE SCHOOL            | 01   | 1,725.00       |
| P24-02987 | COLLEGE BOARD                                | PSAT NMSQT                                       | ROSEMONT HIGH SCHOOL           | 01   | 3,222.18       |
| P24-02988 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES         | CAMELLIA BASIC ELEMENTARY      | 12   | 269.88         |
| P24-02989 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES         | WASHINGTON ELEMENTARY SCHOOL   | 12   | 313.95         |
| P24-02990 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES         | WOODBINE ELEMENTARY SCHOOL     | 12   | 160.86         |
| P24-02991 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES         | SUSAN B. ANTHONY ELEMENTARY    | 12   | 310.01         |
| P24-02992 | SCHOOL NURSE SUPPLY INC                      | CARE ROOM SUPPLIES                               | A. M. WINN - K-8               | 01   | 35.09          |
| P24-02993 | ORIENTAL TRADING CO, ACCT 2520 80            | STUDENT ATTENDANCE/BEHAVIOR REWARDS              | CAROLINE WENZEL ELEMENTARY     | 01   | 324.47         |
| P24-02994 | LAKESHORE LEARNING MATERIALS                 | SCHOOL SUPPLIES-PENCIL POUCHES POSTER            | WILL C. WOOD MIDDLE SCHOOL     | 01   | 815.36         |
| P24-02995 | LAKESHORE LEARNING MATERIALS                 | DELIVER TO MATSUYAMA CC, RM CC1, PATRICIA BENOIT | EARLY LEARNING & CARE PROGRAMS | 12   | 578.00         |
| P24-02996 | LAKESHORE LEARNING MATERIALS                 | RM9 SEATS  | JAMES W MARSHALL ELEMENTARY    | 01   | 409.41         |
| P24-02997 | REALLY GOOD STUFF                            | COMMUNICATION REFERENCE CARDS - CHRISTINA R      | EARLY LEARNING & CARE PROGRAMS | 12   | 76.61          |
| P24-02998 | MUSICIANS FRIEND                             | SDC MUSIC SUPPLIES                               | A. M. WINN - K-8               | 01   | 26.74          |
| P24-02999 | LAKESHORE LEARNING MATERIALS                 | SDC INSTRUCTIONAL MATERIALS                      | A. M. WINN - K-8               | 01   | 106.46         |

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| PO Number | Vendor Name   | Description  | Location                       | Fund | Account Amount |
|-----------|---|--|--------------------------------|------|----------------|
| P24-03000 | DISCOUNT SCHOOL SUPPLY                                      | DELIVER TO E. WARREN(095)/ ATTN: SUZIE SARABA      | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-03001 | BLICK ART MATERIALS   | ART ORDER 2023-24SY                                | CESAR CHAVEZ INTERMEDIATE      | 01   | 151.60         |
| P24-03002 | BLICK ART MATERIALS   | BLICK ART SUPPLY ORDER 2023-24SY                   | AMERICAN LEGION HIGH SCHOOL    | 01   | 457.74         |
| P24-03003 | BOOKS EN MORE   | BOOK ORDER - RUMI NOZUE 2023-24 SY                 | EARLY LEARNING & CARE PROGRAMS | 12   | 441.26         |
| P24-03004 | DEMCO INC   | DEMCO LIBRARY CURRICULUM SUPPLIES 2023-24SY        | LIBRARY/TEXTBOOK SERVICES      | 01   | 560.36         |
| P24-03005 | DISCOUNT SCHOOL SUPPLY                                      | DELIVER TO FKBKENNY (117)/ ATTN: DENISE RICHARDSON | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-03006 | CDW GOVERNMENT  | TECH-HP LAPTOPS/PRINTERS/DESKT OPS                 | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 25,055.01      |
| P24-03007 | CENTER FOR THE COLLABORATIVE C LASSROOM                     | Q726631 SIPPS KITS                                 | CAROLINE WENZEL ELEMENTARY     | 01   | 11,295.56      |
| P24-03008 | DIVOT ASSETS, INC   | ASSET TAG REPLENISHMENT                            | PURCHASING SERVICES            | 01   | 6,230.90       |
| P24-03009 | SCUSD - US BANK CAL CARD                                    | CJA - FIELD TRIP TO ALCATRAZ                       | JOHN F. KENNEDY HIGH SCHOOL    | 01   | 865.00         |
| P24-03010 | SACRAMENTO COUNTY OFFICE OF ED UCATION                      | SLY PARK REGISTRATION                              | PONY EXPRESS ELEMENTARY SCHOOL | 01   | 11,190.00      |
| P24-03011 | FOLLETT SCHOOL SOLUTIONS                                    | Fr. Keith B. Kenny Library order                   | LIBRARY/TEXTBOOK SERVICES      | 01   | 5,715.35       |
| P24-03012 | ODP BUSINESS SOLUTIONS LLC                                  | ELC ENROLLMENT OFFICE ORDER                        | EARLY LEARNING & CARE PROGRAMS | 12   | 6,259.30       |
| P24-03013 | ODP BUSINESS SOLUTIONS LLC                                  | HP TONER FOR PRINTER                               | CAMELLIA BASIC ELEMENTARY      | 01   | 750.01         |
| P24-03014 | GOLFLAND SUNSPASH   | PBIS REWARD TRIP                                   | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 3,857.00       |
| P24-03015 | RIVERSIDE PUBLISHING CO INC                                 | PROTOCOL - TEST                                    | SPECIAL EDUCATION DEPARTMENT   | 01   | 4,950.32       |
| P24-03016 | LEXIA LEARNING SYSTEMS LLC                                  | LEXIA CORE READING/LITERACY UNLIMITED LICENSE      | ABRAHAM LINCOLN ELEMENTARY     | 01   | 13,800.00      |
| P24-03017 | PINSETTERS, INC. DBA COUNTRY C LUB LANES                    | 7TH GRADE PBIS REWARD TRIP 6-12-24                 | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 3,150.00       |
| P24-03018 | AMERICAN RIVER NATURAL HISTORY dba EFFIE YEAW NATURE CENTER | EFFIE YEAW FIELD TRIP / FERRIS                     | SUTTERVILLE ELEMENTARY SCHOOL  | 01   | 325.00         |
| P24-03019 | INGENIUM GROUP  | TREAT-AS-CONFIRMING: PAY FOR HAZMAT WASTE REMOVAL  | C. K. McCLATCHY HIGH SCHOOL    | 01   | 5,118.13       |
| P24-03020 | ADVANCED CHEMICAL TRANSPORT                                 | HAZARDOUS WASTE REMOVAL                            | ROSEMONT HIGH SCHOOL           | 01   | 8,158.37       |
| P24-03021 | COTTON SHOPPE   | MIWOK GEAR FOR STAFF                               | MIWOK MIDDLE SCHOOL            | 01   | 1,512.82       |

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|-----------|--------------------------------------|---|--------------------------------|------|----------------|
| P24-03022 | SCUSD - US BANK CAL CARD             | CalCard - █████ February 2024                   | SPECIAL EDUCATION DEPARTMENT   | 01   | 166.91         |
| P24-03023 | SCUSD - US BANK CAL CARD             | CAL CARD RECON.: JOINED W/ Y24-00280            | YOUTH DEVELOPMENT              | 01   | 200.00         |
| P24-03024 | CHLOE STIDGER                        | EDUCATIONAL.COM ANNUAL MEMBERSHIP (STIDGER)     | JOHN F. KENNEDY HIGH SCHOOL    | 01   | 59.94          |
| P24-03025 | LAKESHORE LEARNING MATERIALS         | LS FOR ABE LINCOLN - KIN DO                     | EARLY LEARNING & CARE PROGRAMS | 12   | 5,933.27       |
| P24-03026 | GOPHER SPORT                         | PE SUPPLIES 2023-202SY                          | LUTHER BURBANK HIGH SCHOOL     | 01   | 3,699.21       |
| P24-03027 | AAA GARMENTS & LETTERING INC         | PE CLOTHES 2023-24SY                            | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 6,707.72       |
| P24-03028 | FLINN SCIENTIFIC INC 33411           | SCIENCE FLINN ORDER 2023-24SY                   | AMERICAN LEGION HIGH SCHOOL    | 01   | 1,401.92       |
| P24-03029 | KLINE MUSIC INC                      | VAPA-MUSIC- WIND INSTRUMENT REEDS 2023-24SY     | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 171.03         |
| P24-03030 | THE HOME DEPOT PRO                   | EXTENDED LEARNING CUSTODIAL SUPPLIES            | BUILDINGS & GROUNDS/OPERATIONS | 01   | 5,628.90       |
| P24-03031 | DISCOUNT SCHOOL SUPPLY               | DELIVER TO G.EMPIRE (130)/ ATTN:MARIA AVETISOV  | EARLY LEARNING & CARE PROGRAMS | 12   | 432.85         |
| P24-03032 | SCHOLASTIC INC SCHOLASTIC MAGA ZINES | BACKPACK BOOKS FY23-24 - CHRISTINA R            | EARLY LEARNING & CARE PROGRAMS | 12   | 11,685.84      |
| P24-03033 | CURRICULUM ASSOCIATES LLC            | iReady 23/24/25 School year                     | MARTIN L. KING JR ELEMENTARY   | 01   | 10,316.80      |
| P24-03034 | ODP BUSINESS SOLUTIONS LLC           | MATERIALS FOR MATH INTERVENTION CLASS           | WILL C. WOOD MIDDLE SCHOOL     | 01   | 207.90         |
| P24-03035 | SCHOOL SPECIALTY                     | NOISE CANCELLING HEADPHONES SUPPLEMENTAL EQUIP. | WASHINGTON ELEMENTARY SCHOOL   | 01   | 59.14          |
| P24-03036 | PACIFIC OFFICE AUTOMATION            | RISO INK  | CROCKER/RIVERSIDE ELEMENTARY   | 01   | 228.89         |
| P24-03037 | ODP BUSINESS SOLUTIONS LLC           | ASB SUPPLIES FOR ACTIVITIES                     | WILL C. WOOD MIDDLE SCHOOL     | 01   | 317.04         |
| P24-03038 | IXL LEARNING INC                     | IXL LEARNING                                    | SUTTERVILLE ELEMENTARY SCHOOL  | 01   | 11,195.00      |
| P24-03039 | FOLLETT SCHOOL SOLUTIONS             | K-6 Library order WITHOUT C&P                   | LIBRARY/TEXTBOOK SERVICES      | 01   | 1,051.82       |
| P24-03040 | DISCOUNT SCHOOL SUPPLY               | DELIVER TO A. LINCOLN (097)/ ATTN: KIN DO       | EARLY LEARNING & CARE PROGRAMS | 12   | 3,464.10       |
| P24-03041 | DISCOUNT SCHOOL SUPPLY               | DELIVER TO BGCHACON (025)/ATTN: YVETTE MARTINEZ | EARLY LEARNING & CARE PROGRAMS | 12   | 1,824.72       |
| P24-03042 | DISCOUNT SCHOOL SUPPLY               | DELIVER TO CAJ SKILLS (593)ATTN: YVETTE LEE     | EARLY LEARNING & CARE PROGRAMS | 12   | 3,027.44       |
| P24-03043 | DISCOUNT SCHOOL SUPPLY               | DELIVER TO E. WARREN (095)/ATTN: SUZIE SARABA   | EARLY LEARNING & CARE PROGRAMS | 12   | 2,067.25       |
| P24-03044 | CHARTER AMERICA                      | CHARTER BUS FIELDTRUP APIDA MARCH 1, 2024       | COUNSELING SERVICES            | 01   | 19,991.00      |

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|-----------|---|--|--------------------------------|------|----------------|
| P24-03045 | APPLE INC                               | 10.9-INCH IPAD AIR WE-FI 64GB-STARLIGHT            | STUDENT SUPPORT&HEALTH SRVCS   | 01   | 680.04         |
| P24-03046 | CDW GOVERNMENT                          | HMS- CLASS SET OF CHROMEBOOKS                      | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 11,673.03      |
| P24-03047 | CDW GOVERNMENT                          | UPGRADE IN TECHNOLOGY TO ENHANCE STUDENT LEARNING  | SAM BRANNAN MIDDLE SCHOOL      | 01   | 1,207.13       |
| P24-03048 | CDW GOVERNMENT                          | MINI DESKTOPS FOR ADMIN                            | JOHN H. STILL - K-8            | 01   | 3,800.51       |
| P24-03049 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO HW HARKNESS (139)/ATTN: DIANA FRANCO    | EARLY LEARNING & CARE PROGRAMS | 12   | 2,441.59       |
| P24-03050 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO OAK RIDGE (265)/ATTN: CHONG VANG        | EARLY LEARNING & CARE PROGRAMS | 12   | 1,150.51       |
| P24-03051 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO J. BIDWELL (153)/ATTN:CHARLOTTE BIER    | EARLY LEARNING & CARE PROGRAMS | 12   | 3,668.44       |
| P24-03052 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO YPSA (LISBON) /ATTN:ROSE VINCENT        | EARLY LEARNING & CARE PROGRAMS | 12   | 1,992.00       |
| P24-03053 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO PARKWAY(272)/ATTN: SONJA FULGHAM        | EARLY LEARNING & CARE PROGRAMS | 12   | 1,473.42       |
| P24-03054 | DISCOUNT SCHOOL SUPPLY                  | DELIVER TO L.FLOYD(148)/ATTN: RAMAN CLAR           | EARLY LEARNING & CARE PROGRAMS | 12   | 842.96         |
| P24-03055 | CDW GOVERNMENT                          | COMPUTER FOR MATH SUPPORT-SUPPLEMENTAL             | FERN BACON MIDDLE SCHOOL       | 01   | 1,134.92       |
| P24-03056 | CDW GOVERNMENT                          | CHROMEBOOKS FOR STUDENTS-SUPP. MATERIALS           | FERN BACON MIDDLE SCHOOL       | 01   | 11,795.58      |
| P24-03057 | ODP BUSINESS SOLUTIONS LLC              | PRINTER FOR CAREERS W/ CHILDREN                    | AMERICAN LEGION HIGH SCHOOL    | 01   | 582.89         |
| P24-03058 | CENTER FOR THE COLLABORATIVE C LASSROOM | SIPPS ELSB   | JOHN D SLOAT BASIC ELEMENTARY  | 01   | 11,669.16      |
| P24-03059 | CENTER FOR THE COLLABORATIVE C LASSROOM | SIPPS CURRICULUM: LITERACY INSTRUCTIONAL MATERIAL  | A. M. WINN - K-8               | 01   | 27,453.50      |
| P24-03060 | TMA LASER GROUP INC                     | ADMIN INK - CONFIRMING                             | EDWARD KEMBLE ELEMENTARY       | 01   | 478.52         |
| P24-03061 | AMERICAN SCHOOL COUNSELOR ASS           | COUNSELING - BOOK PURCHASE                         | AMERICAN LEGION HIGH SCHOOL    | 01   | 176.64         |
| P24-03062 | EXPLORE LEARNING                        | CLASSROOMS' MATH PROGRAM                           | HUBERT H BANCROFT ELEMENTARY   | 01   | 3,295.00       |
| P24-03063 | TROXELL COMMUNICATIONS INC              | INTERACTIVE TOUCH FLAT PANEL DISPLAY FOR CLASSROOM | ABRAHAM LINCOLN ELEMENTARY     | 01   | 38,360.00      |
| P24-03064 | JAMF HOLDINGS INC JAMF SOFTWARE LLC     | JamF school lifetime license                       | EARLY LEARNING & CARE PROGRAMS | 12   | 1,225.00       |
| P24-03065 | BURLINGTON ENGLISH INC                  | ELA & EL CIVICS - BURLINGTON ENGLISH - DISTANCE ED | CHARLES A. JONES CAREER & ED   | 11   | 14,400.00      |

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|-----------|---|---|--------------------------------|------|----------------|
| P24-03066 | HEARTBEAT CPR EDUCATORS                       | CPR FOR SCHOOL NURSES                             | HEALTH SERVICES                | 01   | 2,383.50       |
| P24-03067 | LAKESHORE LEARNING MATERIALS                  | QUOTE # 57510 (CAJ SKILLS(593), ATTN: YVETTE LEE  | EARLY LEARNING & CARE PROGRAMS | 12   | 1,785.13       |
| P24-03068 | DISCOUNT SCHOOL SUPPLY                        | SDC SUPPLEMENTAL SUPPLIES 2023-24SY               | WASHINGTON ELEMENTARY SCHOOL   | 01   | 484.36         |
| P24-03069 | BLICK ART MATERIALS                           | INSTRUCTIONAL MATERIALS 2023-24SY                 | A. M. WINN - K-8               | 01   | 38.00          |
| P24-03070 | BLICK ART MATERIALS                           | DRAWING CLASS: SUPPLEMENTAL MATERIALS 2023-24SY   | A. M. WINN - K-8               | 01   | 378.56         |
| P24-03071 | BLICK ART MATERIALS                           | INSTR. MATERIALS FOR 7TH GRD 2023-24SY            | A. M. WINN - K-8               | 01   | 194.55         |
| P24-03072 | BLICK ART MATERIALS                           | INSTR. MATRLS FOR 2ND GRD 2023-24SY               | A. M. WINN - K-8               | 01   | 115.95         |
| P24-03073 | THE HOME DEPOT PRO                            | ELC & CARE CUSTODIAL SUPPLIES 2023-24SY           | MARTIN L. KING JR ELEMENTARY   | 12   | 301.05         |
| P24-03074 | AMADOR STAGE LINES INC                        | CHARTER BUS TO FEDERAL DISTRICT COURT 4/26 - LPPA | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,403.20       |
| P24-03075 | CHARTER AMERICA BUS CO THANDI ENTERPRISES INC | GRAD NIGHT 2024 BUS                               | HEALTH PROFESSIONS HIGH SCHOOL | 01   | 5,081.00       |
| P24-03076 | LUX BUS AMERICA CO                            | TRANSPORTATION TO MUSIC FESTIVAL COMPETITION      | WILL C. WOOD MIDDLE SCHOOL     | 01   | 2,993.48       |
| P24-03077 | AMADOR STAGE LINES INC                        | CHARTER FOR FT PEAK ADVENTURES 4/8 LPPA           | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,290.00       |
| P24-03078 | AMADOR STAGE LINES INC                        | CHARTER FOR FT PEAK ADVENTURES 4/17/24 LPPA       | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,502.00       |
| P24-03079 | LUX BUS AMERICA CO                            | FIELD TRIP CHARTER BUS - ACADEMY OF SCIENCES      | O. W. ERLEWINE ELEMENTARY      | 01   | 2,649.35       |
| P24-03080 | BOOKS EN MORE                                 | BOOKS- BASIC AND BELOW BASIC LEVEL 2023-24SY      | WILL C. WOOD MIDDLE SCHOOL     | 01   | 304.50         |
| P24-03081 | GOPHER SPORT                                  | PE INSTRUCTIONAL MATERIALS 2023-24SY              | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 2,560.19       |
| P24-03082 | GOPHER SPORT                                  | GYM FLOOR MATS 2023-24SY                          | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 16,406.27      |
| P24-03083 | KOMBAT INK                                    | GREEN NIKE SOCCER JERSEYS 2023-24SY               | MIWOK MIDDLE SCHOOL            | 01   | 3,637.20       |
| P24-03084 | J TAYLOR EDUCATION INC                        | DEPTH/COMPLEXITY ICON MAGNETS 2023-24SY           | CAMELLIA BASIC ELEMENTARY      | 01   | 528.53         |
| P24-03085 | AMADOR STAGE LINES INC                        | CHARTER FOR FT PEAK ADVENTURES 4/30/24 LPPA       | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,502.00       |
| P24-03086 | MICHAEL'S TRANSPORTATION                      | CHARTER BUS FOR 8TH GRADE FIELDTRIP               | A. M. WINN - K-8               | 01   | 2,650.00       |
| P24-03087 | ALL WEST COACHLINES INC                       | TRANSPORTATION - MOCK TRIAL                       | LUTHER BURBANK HIGH SCHOOL     | 01   | 1,920.19       |
| P24-03088 | LAKESHORE LEARNING MATERIALS                  | QUOTE # 58044 (J. STILL (445), ATTN: YOLANDA      | EARLY LEARNING & CARE PROGRAMS | 12   | 1,785.13       |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number | Vendor Name   | Description  | Location                       | Fund | Account Amount |
|-----------|---|--|--------------------------------|------|----------------|
| P24-03089 | LANTANA INC dba FASTSIGNS OF SACRAMENTO                 | FERN BACON WELCOME SIGN 2023-24SY                  | FERN BACON MIDDLE SCHOOL       | 01   | 153.34         |
| P24-03090 | LAKESHORE LEARNING MATERIALS                            | CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121    | EARLY LEARNING & CARE PROGRAMS | 12   | 843.03         |
| P24-03091 | LAKESHORE LEARNING MATERIALS                            | CLASSROOM SUPPLIES - ELDER CREEK INF/TOD RM 3      | EARLY LEARNING & CARE PROGRAMS | 12   | 1,922.54       |
| P24-03092 | MARBLESOFT LLC KEYGUARD ASSIST IVE TECHNOLOGY           | AAC/AT MATERIALS WILL C WOOD 2023-24SY             | SPECIAL EDUCATION DEPARTMENT   | 01   | 359.55         |
| P24-03094 | GLOBAL EQUIPMENT CO INC                                 | SEWER CAMERA                                       | FACILITIES MAINTENANCE         | 01   | 10,150.53      |
| P24-03095 | CR&C HAULAWAY STORAGE CONTAINERS                        | RENTAL STORAGE CONTAINERS                          | FACILITIES MAINTENANCE         | 01   | 1,279.00       |
| P24-03096 | ANIXTER INC   | 0146-465 ISADOR COHEN SECURITY MASTERLOCKS         | FACILITIES SUPPORT SERVICES    | 21   | 328.50         |
| P24-03097 | ANIXTER INC   | 0420-465 ROSA PARKS SECURITY MASTER LOCKS          | FACILITIES SUPPORT SERVICES    | 21   | 305.04         |
| P24-03098 | WIRESMAN FENCE PRODUCTS                                 | MCCLATCHY TENNIS COURT REPAIR                      | FACILITIES MAINTENANCE         | 01   | 2,619.79       |
| P24-03099 | BEACON BUILDING PRODUCTS                                | VARIES ROOF LEAKS / SUMMER PROJECT                 | FACILITIES MAINTENANCE         | 01   | 7,370.06       |
| P24-03100 | NEW HOME BUILDING SUPPLY INC                            | MATERIAL FOR CARP SUMMER PROJECT                   | FACILITIES MAINTENANCE         | 01   | 4,498.14       |
| P24-03101 | SAFETY CENTER INC                                       | CONFIRMING - SCISSOR LIFT TRAINING                 | FACILITIES MAINTENANCE         | 01   | 1,225.00       |
| P24-03102 | THE HOME DEPOT PRO                                      | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | SUY:U ELEMENTARY               | 12   | 302.93         |
| P24-03103 | WOOD BROS FLOOR COVERING                                | WM LAND CARPETING MATERIAL FOR MULTIPLE AREAS      | FACILITIES MAINTENANCE         | 01   | 16,852.19      |
| P24-03104 | CA DEPT OF GENERAL SERVICES DIVISION OF STATE ARCHITECT | 0510-442 CKM POOL UPGRADE - DSA FEES               | FACILITIES SUPPORT SERVICES    | 21   | 22,914.00      |
| P24-03105 | AMADOR STAGE LINES INC                                  | CHARTER BUS FOR COLLEGE TOUR - UC BERKELEY 4/2/24  | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,619.00       |
| P24-03106 | ALL WEST COACHLINES INC                                 | CHARTER BUS TO JAPANTOWN, S.F - FISHER             | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,815.63       |
| P24-03107 | AMADOR STAGE LINES INC                                  | CHARTER BUS FOR TRIP TO ALCATRAZ 5/9/24 - LPPA     | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,890.05       |
| P24-03108 | ASI PEAK ADVENTURES                                     | PEAK ADVENTURES TEAMBUILDING FT 5/15 - CJA         | C. K. McCLATCHY HIGH SCHOOL    | 01   | 4,000.00       |
| P24-03109 | LUX BUS AMERICA CO                                      | FLDTRIP TRANSP -6TH GRADE TO LEONI MEADOWS         | SUY:U ELEMENTARY               | 01   | 2,956.26       |
| P24-03110 | ALL WEST COACHLINES INC                                 | CHARTER BUS FOR CJA TRIP TO ASI PEAK ADVENTURES    | C. K. McCLATCHY HIGH SCHOOL    | 01   | 1,576.05       |

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|-----------|--|--|-------------------------------|------|----------------|
| P24-03111 | UNIVERSAL LIMOUSINE CO                       | SLY PARK TRANSPORTATION                            | SEQUOIA ELEMENTARY SCHOOL     | 01   | 2,350.00       |
| P24-03112 | UNIVERSAL ATHLETIC LLC                       | TREAT-AS-CONFIRMING: GIRLS SOCCER UNIFORMS         | C. K. McCLATCHY HIGH SCHOOL   | 01   | 6,194.30       |
| P24-03113 | NATHAN MCGILL                                | TREAT AS CONFIRMING                                | ETHEL I. BAKER ELEMENTARY     | 01   | 2,337.66       |
| P24-03114 | FOLLETT SCHOOL SOLUTIONS                     | LIBRARY EBOOKS 2023-24SY                           | LUTHER BURBANK HIGH SCHOOL    | 01   | 54.36          |
| P24-03115 | JONES SCHOOL SUPPLY CO INC                   | MEDALS 2023-24SY                                   | JOHN H. STILL - K-8           | 01   | 1,001.04       |
| P24-03116 | JONES SCHOOL SUPPLY CO INC                   | MEDALS STUDENT ACHIEVEMENT- INCENTIVE 2023-24SY    | FERN BACON MIDDLE SCHOOL      | 01   | 1,620.22       |
| P24-03117 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | GOLDEN EMPIRE ELEMENTARY      | 12   | 301.44         |
| P24-03118 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | LEATAATA FLOYD ELEMENTARY     | 12   | 317.94         |
| P24-03119 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | JOHN BIDWELL ELEMENTARY       | 12   | 302.84         |
| P24-03120 | GOPHER SPORT                                 | PE SUPPLIES FOR PE TEACHER CLASSES 2023-24SY       | SUY:U ELEMENTARY              | 01   | 262.13         |
| P24-03121 | BULK BOOKSTORE                               | ELA SUPPL. READING BOOKS FOR LPPA 2023-24SY        | C. K. McCLATCHY HIGH SCHOOL   | 01   | 380.19         |
| P24-03122 | JONES SCHOOL SUPPLY CO INC                   | MEDALS & ED. ACHIEVEMENTS 2023-24SY                | MARTIN L. KING JR ELEMENTARY  | 01   | 201.30         |
| P24-03123 | ELITE PARTY RENTALS LLC                      | 8TH GR PROMOTION- CAMPUS CHAIR RENTAL              | UMOJA INTERNATIONAL ACADEMY   | 01   | 738.00         |
| P24-03124 | HOMAYOON HAMDARD                             | REFUGEE PROGRAM                                    | CHARLES A. JONES CAREER & ED  | 11   | 1,783.00       |
| P24-03125 | SCUSD - US BANK CAL CARD                     | TICKETS TO THE CAL ACADEMY OF SCIENCE - 9TH GRADE  | C. K. McCLATCHY HIGH SCHOOL   | 01   | 2,870.40       |
| P24-03126 | JUNIOR LIBRARY GUILD                         | TREAT-AS-CONFIRMING - JLG BOOK SUBSCRIPTION        | C. K. McCLATCHY HIGH SCHOOL   | 01   | 2,744.91       |
| P24-03127 | THINK SOCIAL PUBLISHING dba SO CIAL THINKING | INSTR. MATERIALS FOR SPEECH TEACHER 2023-24SY      | A. M. WINN - K-8              | 01   | 279.73         |
| P24-03128 | THE HOME DEPOT PRO                           | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | EDWARD KEMBLE ELEMENTARY      | 12   | 292.73         |
| P24-03129 | WILLIAM MACGILL & CO                         | FIRST AIDE SUPPLIES FOR STUDENTS 2023-24SY         | WILL C. WOOD MIDDLE SCHOOL    | 01   | 628.58         |
| P24-03131 | HARRIS SCHOOL SOLUTIONS                      | ETRITION POS AND SITE LICENSE PAST DUE             | NUTRITION SERVICES DEPARTMENT | 13   | 900.00         |
| P24-03132 | SCHOOL EMPLOYERS ASSN OF CA                  | SEAC ANNUAL JPA MBRSHIP 23-24                      | HUMAN RESOURCE SERVICES       | 01   | 5,069.00       |

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|-----------|--|--|-----------------------------------|------|----------------|
| P24-03133 | SCHOLASTIC INC                           | SCHOLASTIC                                       | PONY EXPRESS<br>ELEMENTARY SCHOOL | 01   | 846.78         |
| P24-03134 | LAKESHORE LEARNING MATERIALS             | LS FOR ELDER CREEK 4 - IRINA ZOLNIKOV 2023-24SY  | EARLY LEARNING & CARE PROGRAMS    | 12   | 3,780.94       |
| P24-03135 | PLAY THERAPY SUPPLY LLC                  | CLINICIAN BOOKS FOR CLASSROOMS - RUMI N          | EARLY LEARNING & CARE PROGRAMS    | 12   | 1,960.24       |
| P24-03136 | VICTORY TROPHIES                         | STUDENT INCENTIVES AWARD PLAQUES 2023-24SY       | FERN BACON MIDDLE SCHOOL          | 01   | 2,995.31       |
| P24-03137 | MUSICIANS FRIEND                         | VIOLIN ROSIN FOR STRINGS CLASS 2023-24SY         | A. M. WINN - K-8                  | 01   | 108.21         |
| P24-03138 | LAKESHORE LEARNING MATERIALS             | CLASSROOM CARPET ELEM 2023-24 SY                 | JOHN H. STILL - K-8               | 01   | 4,776.30       |
| P24-03139 | LAKESHORE LEARNING MATERIALS             | INSTRUCT. MATERIALS FOR SDC (GRDS 5-8) 2023-24SY | A. M. WINN - K-8                  | 01   | 259.21         |
| P24-03140 | S&S WORLDWIDE INC                        | STUDENT SUPPLIES 2023-24SY                       | JOHN D SLOAT BASIC ELEMENTARY     | 01   | 1,170.03       |
| P24-03141 | NDS AIA SERVICES LLC                     | JACKETS FOR RECRUITMENT-TREAT AS CONFIRMING      | EARLY LEARNING & CARE PROGRAMS    | 12   | 223.65         |
| P24-03142 | LAKESHORE LEARNING MATERIALS             | SENSORY SPED RM3/24                              | JAMES W MARSHALL ELEMENTARY       | 01   | 297.31         |
| P24-03143 | ACADEMIC AFFAIRS YOUR GRADUATI ON SUPPLY | CAP, GOWN, TASSEL UNIT 2023-24SY                 | ENGINEERING AND SCIENCES HS       | 01   | 2,728.52       |
| P24-03144 | SADDLEBACK EDUCATIONAL PUBLISH ING       | ELC CLASSROOM SUPPLIES 2023-24SY                 | C. K. McCLATCHY HIGH SCHOOL       | 01   | 191.93         |
| P24-03145 | 4 IMPRINT INC                            | TRANSITION PROGRAM - SHIRTS                      | SPECIAL EDUCATION DEPARTMENT      | 01   | 2,746.42       |
| P24-03146 | EXCEL PHOTOGRAPHERS                      | STUDENT INCENTIVES                               | JOHN D SLOAT BASIC ELEMENTARY     | 01   | 1,577.81       |
| P24-03147 | SCUSD - US BANK CAL CARD                 | CALCARD RECON - MARCH 2024                       | ACADEMIC OFFICE                   | 01   | 45.30          |
| P24-03148 | SCUSD - US BANK CAL CARD                 | CAL-CARD STATEMENT NOVEMBER 2023                 | ENGINEERING AND SCIENCES HS       | 01   | 141.49         |
| P24-03149 | MICHAEL ORVEDAHL                         | TREAT AS CONFIRMING                              | ETHEL I. BAKER ELEMENTARY         | 01   | 453.64         |
| P24-03150 | [REDACTED]                               | PARENT REIMB - CDE COMPLAINT [REDACTED]          | SPECIAL EDUCATION DEPARTMENT      | 01   | 3,000.00       |
| P24-03151 | ASI PEAK ADVENTURES                      | 23-24 PEAK ADVENTURE - SCUSD SACS                | YOUTH DEVELOPMENT                 | 01   | 1,200.00       |
| P24-03152 | REALITYWORKS INC                         | CAREERS WITH CHILDREN PURCHASE 2023-24SY         | AMERICAN LEGION HIGH SCHOOL       | 01   | 1,344.26       |
| P24-03153 | TMA LASER GROUP INC                      | PRINTER INK 2023-24SY                            | MIWOK MIDDLE SCHOOL               | 01   | 434.96         |
| P24-03154 | CLASSLINK INC                            | CLASS LINK                                       | ACADEMIC OFFICE                   | 01   | 8,995.00       |
| P24-03155 | ODP BUSINESS SOLUTIONS LLC               | INSTRUCTIONAL MATERIALS SDC- VARELAS             | HIRAM W. JOHNSON HIGH SCHOOL      | 01   | 135.10         |
| P24-03156 | ODP BUSINESS SOLUTIONS LLC               | DELIVER TO LDV CC, ROOM 36, P.LAWSON/C.TILLMAN   | EARLY LEARNING & CARE PROGRAMS    | 12   | 546.37         |
| P24-03157 | ODP BUSINESS SOLUTIONS LLC               | TEACHER WORKROOM SUPPLIES                        | SUSAN B. ANTHONY ELEMENTARY       | 01   | 424.11         |

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|-----------|---|---|--------------------------------|------|----------------|
| P24-03158 | ODP BUSINESS SOLUTIONS LLC                        | CLASSROOM SUPPLIES - ELDER CREEK INF/TOD RM 3   | EARLY LEARNING & CARE PROGRAMS | 12   | 157.68         |
| P24-03159 | ODP BUSINESS SOLUTIONS LLC                        | CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121 | EARLY LEARNING & CARE PROGRAMS | 12   | 315.35         |
| P24-03160 | ODP BUSINESS SOLUTIONS LLC                        | OFFICE SUPPLIES - LORENA POON - INF/TOD         | EARLY LEARNING & CARE PROGRAMS | 12   | 295.90         |
| P24-03161 | ODP BUSINESS SOLUTIONS LLC                        | DELIVER TO MATSUYAMA C.C.RM#CC-2, JILL SUTTER   | EARLY LEARNING & CARE PROGRAMS | 12   | 271.52         |
| P24-03162 | ODP BUSINESS SOLUTIONS LLC                        | DELIVER TO MLK CC, RM14, KRISTEN ENCINAS        | EARLY LEARNING & CARE PROGRAMS | 12   | 592.30         |
| P24-03163 | ODP BUSINESS SOLUTIONS LLC                        | WHITEBOARD - PE MR SHELBY                       | LUTHER BURBANK HIGH SCHOOL     | 01   | 97.43          |
| P24-03164 | ODP BUSINESS SOLUTIONS LLC                        | PED INSTRUCTIONAL SUPPLIES                      | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 108.92         |
| P24-03165 | ZAJIC APPLIANCE SERVICE INC                       | WASHER FOR CALIFORNIA MIDDLE                    | NUTRITION SERVICES DEPARTMENT  | 13   | 938.91         |
| P24-03166 | SCHOOL SPECIALTY                                  | LATERAL FILE CABINET FOR ELC ENROLLMENT, SUE    | EARLY LEARNING & CARE PROGRAMS | 12   | 511.10         |
| P24-03167 | FOLLETT SCHOOL SOLUTIONS                          | Rosa Parks "Readers" NO Cataloging & Processing | LIBRARY/TEXTBOOK SERVICES      | 01   | 951.81         |
| P24-03168 | DANSIE CURRICULM DESIGN LLC                       | RSP TEACHER MATH CURRICULUM                     | DAVID LUBIN ELEMENTARY SCHOOL  | 01   | 299.00         |
| P24-03169 | PACIFIC OFFICE AUTOMATION                         | RISO INK AND MASTERS                            | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 1,126.52       |
| P24-03170 | DISCOUNT SCHOOL SUPPLY                            | CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121 | EARLY LEARNING & CARE PROGRAMS | 12   | 966.26         |
| P24-03171 | LITERACY RESOURCE LLC dbaHEGGE RTY PHONEMIC       | JASMINE JONES KINDER                            | JOHN H. STILL - K-8            | 01   | 220.28         |
| P24-03172 | NO TEARS LEARNING INC dba LEAR NING WITHOUT TEARS | LEARNING WITHOUT TEARS                          | JOHN H. STILL - K-8            | 01   | 1,117.00       |
| P24-03173 | PRO-ED INC  | PSYCHOLOGIST PROTOCOLS-DIGITAL                  | SPECIAL EDUCATION DEPARTMENT   | 01   | 90.26          |
| P24-03174 | SPHERA SOLUTIONS INC                              | RM COMMUNICATION SUBSCRIPTION-CONFIRMING REQ    | RISK MANAGEMENT                | 67   | 1,658.60       |
| P24-03175 | ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS      | PURCHASE KILN FOR CERAMICS                      | C. K. McCLATCHY HIGH SCHOOL    | 01   | 4,302.97       |
| P24-03176 | ODP BUSINESS SOLUTIONS LLC                        | FILE CABINETS                                   | LUTHER BURBANK HIGH SCHOOL     | 01   | 1,153.14       |
| P24-03177 | ODP BUSINESS SOLUTIONS LLC                        | STANDING DESK FOR OFFICE MANAGER                | AMERICAN LEGION HIGH SCHOOL    | 01   | 173.45         |
| P24-03178 | ODP BUSINESS SOLUTIONS LLC                        | STANDING DESK FOR COUNSELOR                     | AMERICAN LEGION HIGH SCHOOL    | 01   | 173.45         |
| P24-03179 | POSTMASTER BUSINESS MAIL ENTRY UNIT               | BRM ACCOUNT MAINTENANCE                         | PURCHASING SERVICES            | 01   | 930.00         |

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|-----------|---|--|--------------------------------|------|----------------|
| P24-03180 | VIRCO INC                                     | OUTDOOR TABLE FOR AMER LEGION INF/TOD RM 121     | EARLY LEARNING & CARE PROGRAMS | 12   | 2,449.99       |
| P24-03181 | VIRCO INC                                     | OUTDOOR TABLE FOR ELDER CREEK INF/TOD RM 3       | EARLY LEARNING & CARE PROGRAMS | 12   | 2,449.99       |
| P24-03182 | BARCODES LLC                                  | School Site Barcodes                             | LIBRARY/TEXTBOOK SERVICES      | 01   | 614.13         |
| P24-03183 | DISCOUNT SCHOOL SUPPLY                        | DELIVER TO WASHINGTON (379)/ATTN WILL ANDERSON   | EARLY LEARNING & CARE PROGRAMS | 12   | 3,333.60       |
| P24-03184 | SCHOOL SPECIALTY                              | VAPA/LEADERSHIP DISPLAY WALLS                    | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 3,714.21       |
| P24-03185 | CDW GOVERNMENT                                | PLEASE DELIVER TO LEILA L'AURORA IN ELC          | EARLY LEARNING & CARE PROGRAMS | 12   | 443.76         |
| P24-03186 | CDW GOVERNMENT                                | GoGuardian 4/30/24-6/29/24                       | ACADEMIC OFFICE                | 01   | 10,800.00      |
| P24-03187 | CDW GOVERNMENT                                | LAPTOP FOR NS OFFICE(2) +WH(1)                   | NUTRITION SERVICES DEPARTMENT  | 13   | 3,308.99       |
| P24-03188 | CDW GOVERNMENT                                | EAC - COMPUTERS & MONITORS                       | ENROLLMENT CENTER              | 01   | 4,698.44       |
| P24-03189 | CDW GOVERNMENT                                | EAC - LAPTOPS/NOTEBOOKS                          | ENROLLMENT CENTER              | 01   | 2,085.43       |
| P24-03190 | UNITED SITE SERVICES                          | CONFIRMING - WASH STATION RENTAL @ ROSEMONT      | FACILITIES MAINTENANCE         | 01   | 6,779.47       |
| P24-03191 | FOLLETT SCHOOL SOLUTIONS                      | Albert Einstein MS Library order                 | LIBRARY/TEXTBOOK SERVICES      | 01   | 4,983.71       |
| P24-03192 | FOLLETT SCHOOL SOLUTIONS                      | Earl Warren Library                              | LIBRARY/TEXTBOOK SERVICES      | 01   | 10,004.55      |
| P24-03193 | FOLLETT SCHOOL SOLUTIONS                      | Rosa Parks Library order                         | LIBRARY/TEXTBOOK SERVICES      | 01   | 13,617.01      |
| P24-03194 | FOLLETT SCHOOL SOLUTIONS                      | Bowling Green McCoy Books w/o C&P                | LIBRARY/TEXTBOOK SERVICES      | 09   | 10,996.52      |
| P24-03195 | FOLLETT SCHOOL SOLUTIONS                      | Professional Library books to support Literacy   | LIBRARY/TEXTBOOK SERVICES      | 01   | 4,981.12       |
| P24-03196 | J'S COMMUNICATIONS INC                        | MOTOROLA R2 RADIOS - TWO WAY RADIOS              | ENROLLMENT CENTER              | 01   | 2,657.09       |
| P24-03197 | SCHOOL OUTFITTERS DBA FAT CATA LOG            | INTERACTIVE PROJECTION CAMERA                    | JOHN BIDWELL ELEMENTARY        | 01   | 233.23         |
| P24-03198 | MAXI AIDS INC                                 | AT-VI MATERIAL [REDACTED]                        | SPECIAL EDUCATION DEPARTMENT   | 01   | 5,206.88       |
| P24-03199 | ODP BUSINESS SOLUTIONS LLC                    | SPED SMART TV - WALKER                           | AMERICAN LEGION HIGH SCHOOL    | 01   | 141.47         |
| P24-03200 | READ NATURALLY INC                            | READING PROGRAM FOR SPED                         | ROSEMONT HIGH SCHOOL           | 01   | 290.00         |
| P24-03201 | SCUSD - US BANK CAL CARD                      | LOW INCIDENCE [REDACTED]                         | SPECIAL EDUCATION DEPARTMENT   | 01   | 106.77         |
| P24-03202 | CHARTER AMERICA BUS CO THANDI ENTERPRISES INC | 5TH GRADE TRIP TO EXPLORATORIUM IN SAN FRANCISCO | BOWLING GREEN ELEMENTARY       | 09   | 3,069.60       |
| P24-03203 | UNIVERSAL LIMOUSINE CO                        | PAST DUE INVOICE FOR UNIVERSAL LIMO              | BG CHACON ACADEMY              | 09   | 1,000.00       |
| P24-03204 | FAIRYTALE TOWN                                | IN CLASSROOM FIELD TRIP-FAIRYTALE TOWN           | NEW JOSEPH BONNHEIM            | 09   | 275.00         |

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|-----------|--|---|--------------------------------|------|----------------|
| P24-03205 | AMAZON CAPITAL SERVICES                      | COFFEE MAKER 2023-24SY                        | JOHN BIDWELL ELEMENTARY        | 01   | 91.37          |
| P24-03206 | AMAZON CAPITAL SERVICES                      | DAD'S EVENT & EOY EVENT - BILL CARR           | EARLY LEARNING & CARE PROGRAMS | 12   | 239.15         |
| P24-03207 | AMAZON CAPITAL SERVICES                      | PE EQUIPMENT 2023-24SY                        | C. K. McCLATCHY HIGH SCHOOL    | 01   | 29.84          |
| P24-03208 | ALL WEST COACHLINES INC                      | DEER CREEK-4TH GRADE-CHARTER BUS              | BG CHACON ACADEMY              | 09   | 1,236.90       |
| P24-03209 | LUX BUS AMERICA CO                           | COLOMA-4TH GRADE-CHARTER BUS                  | BG CHACON ACADEMY              | 09   | 1,676.89       |
| P24-03210 | ALL WEST COACHLINES INC                      | SACRAMENTO COUNTY FAIR-2ND GRADE-CHARTER BUS  | BG CHACON ACADEMY              | 09   | 1,406.48       |
| P24-03211 | BOOKS EN MORE                                | INTERMEDIATE GRADE LEVEL NOVELS-6th GRADE     | CAMELLIA BASIC ELEMENTARY      | 01   | 1,201.56       |
| P24-03212 | BOOKS EN MORE                                | PRIMARY GRADE LEVEL NOVELS-3rd GRADE          | CAMELLIA BASIC ELEMENTARY      | 01   | 808.58         |
| P24-03213 | BOOKS EN MORE                                | VOCABULARY BOOKS FOR ENGLISH DEPT             | ENGINEERING AND SCIENCES HS    | 01   | 656.90         |
| P24-03214 | BOOKS EN MORE                                | Kurtzman's Book Order                         | PARKWAY ELEMENTARY SCHOOL      | 01   | 152.72         |
| P24-03215 | AMAZON CAPITAL SERVICES                      | TRANSITION - CLASS MATERIAL 2023-24SY         | SPECIAL EDUCATION DEPARTMENT   | 01   | 146.28         |
| P24-03217 | B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO | CLASS SET OF CAMERAS FOR PHOTOGRAPHY CLASS    | C. K. McCLATCHY HIGH SCHOOL    | 01   | 20,549.94      |
| P24-03218 | VIRCO INC                                    | PURCHASE NEW CLASSRM CHAIRS                   | HOLLYWOOD PARK ELEMENTARY      | 01   | 1,772.84       |
| P24-03219 | TAP PLASTICS INC                             | Seal of CE:Medals plastic                     | ACADEMIC OFFICE                | 01   | 226.42         |
| P24-03220 | IXL LEARNING INC                             | ADDITIONAL IXL LICENSES FOR ELD AND MATH      | ROSEMONT HIGH SCHOOL           | 01   | 350.00         |
| P24-03221 | ZAJIC APPLIANCE SERVICE INC                  | DRYER- XX GE(R) FOR CAMILIA                   | NUTRITION SERVICES DEPARTMENT  | 13   | 731.41         |
| P24-03222 | BI-JAMAR INC dba QUALITY SOUND               | WIRELESS SYSTEM FOR AUDITORIUM                | C. K. McCLATCHY HIGH SCHOOL    | 01   | 44,845.00      |
| P24-03223 | AMAZON CAPITAL SERVICES                      | DELIVER TO MLK CC RM #14, KRISTEN ENCINAS     | EARLY LEARNING & CARE PROGRAMS | 12   | 213.69         |
| P24-03224 | CENTER FOR THE COLLABORATIVE CLASSROOM       | SIPPS: ALIGNED SUPPORT INTERVENTION CLASSROOM | ABRAHAM LINCOLN ELEMENTARY     | 01   | 7,997.38       |
| P24-03225 | CENGAGE LEARNING                             | ELD Digital Licenses 1 yr                     | LIBRARY/TEXTBOOK SERVICES      | 01   | 38,350.00      |
| P24-03226 | AMAZON CAPITAL SERVICES                      | SPED ID CLASSES 2023-24SY                     | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 500.57         |
| P24-03227 | ROSETTA STONE LLC                            | QUOTE 1371927-4                               | CRISTO REY                     | 01   | 1,895.00       |
| P24-03228 | VENTRIS LEARNING LLC                         | UFLI FOUNDATIONS MANUEL BOOKS                 | NEW JOSEPH BONNHEIM            | 09   | 651.00         |
| P24-03229 | CHUBUDDY LLC                                 | ████ MATERIAL █████                           | SPECIAL EDUCATION DEPARTMENT   | 01   | 271.09         |
| P24-03230 | APPLE INC                                    | APPLE IPAD AND APPLE PENCIL FOR ADMIN         | BOWLING GREEN ELEMENTARY       | 09   | 554.89         |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number | Vendor Name                                      | Description                                       | Location                       | Fund | Account Amount |
|-----------|--|---|--------------------------------|------|----------------|
| P24-03231 | ADMINISTRATIVE SOFTWARE APPLIC ATIONS INC        | ASAP ATTENDANCE SYSTEM - ADULT EDUCATION          | ADULT EDUCATION/SKILL CTR.     | 11   | 19,172.82      |
| P24-03232 | APPLE INC  | IPADS AND CART FOR CLASSROOM USE                  | C. K. McCLATCHY HIGH SCHOOL    | 01   | 27,726.01      |
| P24-03233 | APPLE INC  | IPAD FOR ATHLETIC DEPARTMENT                      | LUTHER BURBANK HIGH SCHOOL     | 01   | 613.70         |
| P24-03234 | SUPER DUPER PUBLICATIONS                         | SPEECH MATERIALS - [REDACTED]                     | SPECIAL EDUCATION DEPARTMENT   | 01   | 885.80         |
| P24-03235 | PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT | PROTOCOL - PSYCH [REDACTED]                       | SPECIAL EDUCATION DEPARTMENT   | 01   | 3,754.92       |
| P24-03236 | RENAISSANCE LEARNING INC                         | RENAISSANCE AR FOR K-6TH                          | SUY:U ELEMENTARY               | 01   | 350.00         |
| P24-03237 | GREAT MINDS                                      | EUREKA MATH STUDENT CURRICULUM                    | JOHN D SLOAT BASIC ELEMENTARY  | 01   | 1,136.85       |
| P24-03238 | NATIONAL AQUATICS SERVICES                       | SQ-5832 FOR S/N W61623WB4K                        | BUILDINGS & GROUNDS/OPERATIONS | 01   | 1,135.85       |
| P24-03239 | KENDALL HUNT PUBLISHERS CO                       | WORKABILITY MATERIAL                              | SPECIAL EDUCATION DEPARTMENT   | 01   | 399.83         |
| P24-03240 | PEAK TECHNOLOGIES INC                            | SERVICE MAINTENANCE FOR THE LM7 CHECK SEALER      | ACCOUNTING SERVICES DEPARTMENT | 01   | 2,219.40       |
| P24-03241 | UNIVERSAL LIMOUSINE CO                           | 23-24 ANNUAL SCIENCE CAMP CHARTER BUSES           | OAK RIDGE ELEMENTARY SCHOOL    | 01   | 4,700.00       |
| P24-03242 | ALL WEST COACHLINES INC                          | CROCKER ART MUSEUM-3RD GRADE-CHARTER BUS          | BG CHACON ACADEMY              | 09   | 1,236.90       |
| P24-03243 | CHARTER AMERICA BUS CO                           | BUS FOR FIELD TRIP TO CA THANDI ENTERPRISES INC   | COUNSELING SERVICES            | 01   | 6,025.28       |
| P24-03244 | ALL WEST COACHLINES                              | FIELD TRIPS TO VARIOUS LOCATIONS                  | CAREER & TECHNICAL PREPARATION | 01   | 12,209.14      |
| P24-03245 | CHARTER AMERICA                                  | BUSES FOR VARIOUS HIGH SCHOOLS' FIELD TRIPS       | COUNSELING SERVICES            | 01   | 11,772.50      |
| P24-03246 | TROXELL COMMUNICATIONS INC                       | Newline Interactive Boards                        | NEW TECH                       | 09   | 13,406.78      |
| P24-03247 | CDW GOVERNMENT                                   | CHROMEBOOKS FOR EL STUDENTS                       | SUY:U ELEMENTARY               | 01   | 12,829.06      |
| P24-03248 | SKILLFUL COMMUNICATION                           | WORKABILITY MATERIAL                              | SPECIAL EDUCATION DEPARTMENT   | 01   | 4,000.00       |
| P24-03249 | IXL LEARNING INC                                 | IXL INTRVNTION PRGRM MATH, ELA, SCIENCE, SOC STUD | WILL C. WOOD MIDDLE SCHOOL     | 01   | 14,495.00      |
| P24-03250 | ALL WEST COACHLINES INC                          | COMMUNITY COLLEGE FIELD TRIPS ; ARC               | COUNSELING SERVICES            | 01   | 2,473.80       |
| P24-03251 | BETTER CHINESE LLC                               | Chinese Curriculum Elder Creek & William Land     | LIBRARY/TEXTBOOK SERVICES      | 01   | 16,481.32      |
| P24-03252 | AMPLIFY  | DESMOS MATH SUPPLEMENTAL PROGRAM                  | WILL C. WOOD MIDDLE SCHOOL     | 01   | 4,500.00       |
| P24-03253 | MICHAEL'S TRANSPORTATION                         | FERRY FARMERS MARKET 5/14/24-SF-J. BURDICK @JFK   | CAREER & TECHNICAL PREPARATION | 01   | 3,346.00       |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number | Vendor Name                                       | Description  | Location                       | Fund | Account Amount |
|-----------|---|--|--------------------------------|------|----------------|
| P24-03254 | ALL WEST COACHLINES                               | BUS FOR UC DAVIS MONDAVI CENTER                    | COUNSELING SERVICES            | 01   | 1,694.18       |
| P24-03255 | AMADOR STAGE LINES INC                            | 4TH GRADE-MOSAC-CHARTER BUS                        | BG CHACON ACADEMY              | 09   | 1,740.00       |
| P24-03256 | SCHOOL SPECIALTY                                  | SCHOOL SPECIALTY                                   | FATHER K.B. KENNY - K-8        | 01   | 9,493.21       |
| P24-03257 | Motivating Systems LLC                            | PBIS STUDENT BEHAVIOR                              | JOHN D SLOAT BASIC ELEMENTARY  | 01   | 5,137.50       |
| P24-03258 | IXL LEARNING INC                                  | IXL PILOT LICENSE                                  | JAMES W MARSHALL ELEMENTARY    | 01   | 641.11         |
| P24-03259 | AZTEC SOFTWARE ASSOCIATES INC                     | AZTEC SOFTWARE - ABE/HSE                           | CHARLES A. JONES CAREER & ED   | 11   | 11,850.00      |
| P24-03260 | SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES | SCOE Data Center Renewal - Disaster Recovery Space | TECHNOLOGY SERVICES            | 01   | 6,000.00       |
| P24-03261 | PROJECT LEAD THE WAY INC                          | INVOICE WEST CAMPUS-ENGINEERING PATHWAY            | CAREER & TECHNICAL PREPARATION | 01   | 3,200.00       |
| P24-03262 | ALL WEST COACHLINES INC                           | FIELD TRIPS A. WOODWARD/ ELLIOTT SPOON APR. 2024   | CAREER & TECHNICAL PREPARATION | 01   | 2,473.80       |
| P24-03263 | ALL WEST COACHLINES                               | BUSES FOR VARIOUS FIELD TRIPS & VARIOUS SCHOOLS    | CAREER & TECHNICAL PREPARATION | 01   | 3,765.90       |
| P24-03264 | LUX BUS AMERICA CO                                | 4TH GRADE-CSU-CHARTER BUS                          | BG CHACON ACADEMY              | 09   | 1,587.50       |
| P24-03265 | AMADOR STAGE LINES INC                            | 2ND GRADE-HAMBURGER FARM-CHARTER BUS               | BG CHACON ACADEMY              | 09   | 1,428.48       |
| P24-03266 | UC REGENTS  | MODEL UN CONFERENCE - TREAT AS CONFIRMING          | WEST CAMPUS                    | 01   | 970.00         |
| P24-03267 | AAA GARMENTS & LETTERING INC                      | HMS- PROMOTIONAL MATERIALS                         | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 2,120.11       |
| P24-03268 | BISHOPS PUMPKIN FARM INC                          | 2ND GRADE HAMBURGER FARM                           | BG CHACON ACADEMY              | 09   | 840.00         |
| P24-03269 | LINCOLN ELECTRIC                                  | MFG_STANDARD WELDIING GEAR_BOOKSTORE               | CHARLES A. JONES CAREER & ED   | 11   | 4,317.85       |
| P24-03270 | SCUSD - US BANK CAL CARD                          | CJA SOUTHWEST LA FIELD TRIP                        | JOHN F. KENNEDY HIGH SCHOOL    | 01   | 4,270.82       |
| P24-03271 | RIZWANULLAH SADAT                                 | REFUGEE PROGRAM                                    | CHARLES A. JONES CAREER & ED   | 11   | 1,650.00       |
| P24-03272 | CINTAS CORP                                       | NA_SCRUB ORDER_BOOKSTORE                           | CHARLES A. JONES CAREER & ED   | 11   | 4,992.06       |
| P24-03273 | BLICK ART MATERIALS                               | \$1000 ORDER FOR MS. PHILLIPS (WW4)                | BOWLING GREEN ELEMENTARY       | 09   | 283.64         |
| P24-03274 | BOOKS EN MORE                                     | SERNA CENTER : RUMI NOZUE 2023-24SY                | EARLY LEARNING & CARE PROGRAMS | 12   | 625.97         |
| P24-03275 | BLICK ART MATERIALS                               | SUPPLIES FOR FAMILY PAINT NIGHT 2023-24SY          | WILL C. WOOD MIDDLE SCHOOL     | 01   | 388.82         |
| P24-03276 | LAKESHORE LEARNING MATERIALS                      | TK LAKESHORE 2023-24SY                             | JOHN H. STILL - K-8            | 01   | 91.32          |
| P24-03277 | EXPLORELEARNING                                   | REFLEX SCHOOL WIDE MATH PROGRAM                    | O. W. ERLEWINE ELEMENTARY      | 01   | 3,295.00       |

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|-----------|--|--|--------------------------------|------|----------------|
| P24-03278 | CHEFS TOYS LLC                           | PASS-THRU MOBILE HEATED CABINET-WILL C W           | NUTRITION SERVICES DEPARTMENT  | 13   | 7,247.38       |
| P24-03279 | NATUREBRIDGE                             | 6th GRADE FINAL PYMT FOR TRIP YOSEMITE             | CAROLINE WENZEL ELEMENTARY     | 01   | 6,830.50       |
| P24-03280 | B STREET THEATRE                         | FIELDTRIP TO B STREET THEATRE(PHOEBE HEARST)       | NEW JOSEPH BONNHEIM            | 09   | 992.00         |
| P24-03281 | GOPHER SPORT                             | PE EQUIPMENT FOR PE CLASSES                        | FERN BACON MIDDLE SCHOOL       | 01   | 1,293.65       |
| P24-03282 | SCHOLASTIC INC                           | SCHOLASTIC 2023-24SY                               | PONY EXPRESS ELEMENTARY SCHOOL | 01   | 275.55         |
| P24-03283 | NASCO                                    | 5TH GRADE ENGINEERING WEEK                         | BG CHACON ACADEMY              | 09   | 168.09         |
| P24-03284 | COLIN D FULTON dba COTTON SHOP PE        | GIRLS VOLLEYBALL UNIFORMS                          | MIWOK MIDDLE SCHOOL            | 01   | 1,521.37       |
| P24-03285 | FOLLETT SCHOOL SOLUTIONS                 | LIBRARY BOOKS - 2023-24 SY                         | LUTHER BURBANK HIGH SCHOOL     | 01   | 107.30         |
| P24-03286 | ACCU-CHART HEALTHCARE SYS                | PHARMACY_IPACK MACHINE_SOFTWARE                    | CHARLES A. JONES CAREER & ED   | 11   | 163.13         |
| P24-03287 | AMAZON CAPITAL SERVICES                  | DONGLES AND ADAPTERS FOR TEACHER CLASSRM 2023-2SY  | MIWOK MIDDLE SCHOOL            | 01   | 293.50         |
| P24-03288 | AMAZON CAPITAL SERVICES                  | DELIVER TO MLK CC RM 14, KRISTEN ENCINAS 2023-24SY | EARLY LEARNING & CARE PROGRAMS | 12   | 138.10         |
| P24-03289 | AMAZON CAPITAL SERVICES                  | MLK CC, RM 14, KRISTEN ENCINAS 2023-24SY           | EARLY LEARNING & CARE PROGRAMS | 12   | 196.14         |
| P24-03290 | CDW GOVERNMENT                           | STUDENT CHROMEBOOKS                                | YOUTH DEVELOPMENT              | 01   | 301,004.00     |
| P24-03291 | AMAZON CAPITAL SERVICES                  | BILINGUAL LAB HEADPHONES WITH MIC 2023-24SY        | LUTHER BURBANK HIGH SCHOOL     | 01   | 326.16         |
| P24-03292 | AMAZON CAPITAL SERVICES                  | COMPUTER CASE 2023-2024SY                          | EARL WARREN ELEMENTARY SCHOOL  | 01   | 132.90         |
| P24-03293 | KOMBAT INK                               | MADE THE LEAP T-SHIRTS 2.29.24                     | HUMAN RESOURCE SERVICES        | 01   | 3,509.39       |
| P24-03294 | AMAZON CAPITAL SERVICES                  | TESTING RPIVACY BOARDS 2023-24SY                   | MARK TWAIN ELEMENTARY SCHOOL   | 01   | 533.70         |
| P24-03295 | THE HONOR PROGRAM LLC THE HONO R CORD CO | GRADUATION CORDS 2023-24SY                         | ACADEMIC OFFICE                | 01   | 750.38         |
| P24-03296 | JOSTENS INC                              | LAW & SOCIAL JUSTICE - GRADUATION CORDS 2023-24SY  | LUTHER BURBANK HIGH SCHOOL     | 01   | 478.50         |
| P24-03297 | CROWN AWARDS                             | GOLD METALLIC RIBBON FOR SEAL MEDALS 2023-24SY     | ACADEMIC OFFICE                | 01   | 326.25         |
| P24-03298 | AMAZON CAPITAL SERVICES                  | FOR GENESIS ENROLLMENT ATTN: DR.GELLE 2023-24SY    | EARLY LEARNING & CARE PROGRAMS | 12   | 93.83          |
| P24-03299 | AMAZON CAPITAL SERVICES                  | Kurtzman's - Creation Math Link Cubes 2023-24SY    | PARKWAY ELEMENTARY SCHOOL      | 01   | 17.17          |
| P24-03300 | JOSTENS INC                              | DIPLOMA COVERS 22-23                               | ENGINEERING AND SCIENCES HS    | 01   | 690.40         |

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| PO Number | Vendor Name  | Description                                      | Location                       | Fund | Account Amount |
|-----------|--|--|--------------------------------|------|----------------|
| P24-03301 | CHRISTINE ASCALON                                      | Reimbursement For Christine Ascalon              | EARL WARREN ELEMENTARY SCHOOL  | 01   | 241.00         |
| P24-03302 | AMAZON CAPITAL SERVICES                                | DIGITAL CLOCK HISET ROOM 2023-24SY               | CHARLES A. JONES CAREER & ED   | 11   | 108.63         |
| P24-03303 | STUDIES WEEKLY INC                                     | STUDIES WEEKLY                                   | NICHOLAS ELEMENTARY SCHOOL     | 01   | 3,266.76       |
| P24-03304 | AMAZON CAPITAL SERVICES                                | MATERIALS FOR ELEMENTARY SCHOOL                  | EQUITY, ACCESS & EXCELLENCE    | 01   | 524.20         |
| P24-03305 | AMAZON CAPITAL SERVICES                                | Waldorf Bk only on Amazon 2023-24SY              | LIBRARY/TEXTBOOK SERVICES      | 01   | 31.54          |
| P24-03306 | ERNEST PACKAGING SOLUTIONS                             | BOXES FOR CIRRICULUM & CHROME BOOK 2023-24SY     | LIBRARY/TEXTBOOK SERVICES      | 01   | 1,841.36       |
| P24-03307 | ACCURATE LABEL DESIGNS INC                             | VISITOR PASS LABELS 2023-24 SY                   | ABRAHAM LINCOLN ELEMENTARY     | 01   | 424.50         |
| P24-03308 | WOMEN'S EMPOWERMENT                                    | WORKABILITY MATERIAL                             | SPECIAL EDUCATION DEPARTMENT   | 01   | 8,827.31       |
| P24-03309 | LIGHTSPEED TECHNOLOGIES INC                            | AUDIOLOGY MATERIAL                               | SPECIAL EDUCATION DEPARTMENT   | 01   | 4,494.54       |
| P24-03310 | AMAZON CAPITAL SERVICES                                | PRINTER INK 2023-24SY                            | CONTINUOUS IMPRVMT & ACNTBLTY  | 01   | 71.66          |
| P24-03311 | AMAZON CAPITAL SERVICES                                | DELIVER TO MLK CC, RM 14, KRISTEN ENCINAS        | EARLY LEARNING & CARE PROGRAMS | 12   | 199.80         |
| P24-03312 | AMAZON CAPITAL SERVICES                                | Doan's Amazon Order 2023-24SY                    | PARKWAY ELEMENTARY SCHOOL      | 01   | 195.71         |
| P24-03313 | HOUGHTON MIFFLIN HARCOURT PUBL ISHING CO               | READ 180 LICENSES FOR STUDENTS                   | FERN BACON MIDDLE SCHOOL       | 01   | 2,700.00       |
| P24-03314 | NEWSELA INC  | HISTORY DEPT TEACHING RESOURCES                  | WILL C. WOOD MIDDLE SCHOOL     | 01   | 5,810.00       |
| P24-03315 | AMAZON CAPITAL SERVICES                                | SPED INSTRUCTIONAL MATERIALS 2023-24SY           | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 162.38         |
| P24-03316 | ATLAS COPCO USA HOLDING INC db a QUINCY COMPRESSOR LLC | COMPRESSOR- MAD PATHWAY-EMMANUEL VALADEZ @JFK    | CAREER & TECHNICAL PREPARATION | 01   | 18,204.80      |
| P24-03317 | AMAZON CAPITAL SERVICES                                | ELD SUPPLIES FOR CLASSROOM USE 2023-24SY         | C. K. McCLATCHY HIGH SCHOOL    | 01   | 339.83         |
| P24-03318 | LEARNING PLUS ASSOCIATES                               | LEARNING PLUS-STANDARDS PLUS PREMIUM PROGRAM     | CAMELLIA BASIC ELEMENTARY      | 01   | 10,401.92      |
| P24-03319 | AMAZON CAPITAL SERVICES                                | HEADPHONES FOR SDC INT./ COX 2023-24SY           | A. M. WINN - K-8               | 01   | 101.87         |
| P24-03320 | AMAZON CAPITAL SERVICES                                | INSTRUCTIONAL MATERIALS FOR RSP 2023-24SY        | A. M. WINN - K-8               | 01   | 307.95         |
| P24-03321 | AMAZON CAPITAL SERVICES                                | DELIVER TO SERNA CUBICLE 2218 2023-24SY          | EARLY LEARNING & CARE PROGRAMS | 12   | 2,797.08       |
| P24-03322 | WESTERN PSYCHOLOGICAL SERVICES                         | PSYCHOLOGIST PROTOCOLS                           | SPECIAL EDUCATION DEPARTMENT   | 01   | 37,303.81      |
| P24-03323 | MAKEMUSIC INC  | INTERACTIVE SHEET MUSIC-BAND,ORCHESTRA AND CHOIR | WILL C. WOOD MIDDLE SCHOOL     | 01   | 1,674.85       |

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|-----------|--------------------------------|---|--------------------------------|------|----------------|
| P24-03324 | PYRAMID EDUCATIONAL CONSULTANT | SPEECH MATERIAL                                   | SPECIAL EDUCATION DEPARTMENT   | 01   | 9,386.00       |
| P24-03325 | WOODBURN PRESS LTD             | WORKABILITY MATERIAL                              | SPECIAL EDUCATION DEPARTMENT   | 01   | 6,329.38       |
| P24-03326 | MATTERHACKERS INC              | 3D PRINTER TO STUDENT LEARNING                    | C. K. McCLATCHY HIGH SCHOOL    | 01   | 4,273.88       |
| P24-03327 | ODP BUSINESS SOLUTIONS LLC     | WIOA-I RSS_5885_TECH SUPPORT SERVICES             | CHARLES A. JONES CAREER & ED   | 11   | 11,483.83      |
| P24-03328 | ODP BUSINESS SOLUTIONS LLC     | CLASSROOM SUPPLIES                                | SUSAN B. ANTHONY ELEMENTARY    | 01   | 4,417.85       |
| P24-03329 | JONES-CAMPBELL CO INC          | HIRAM JOHNSON FAMILY ED CENTER - FURNITURE        | EARLY LEARNING & CARE PROGRAMS | 12   | 20,874.00      |
| P24-03330 | ODP BUSINESS SOLUTIONS LLC     | PRINTER SUPPLIES                                  | SUSAN B. ANTHONY ELEMENTARY    | 01   | 282.99         |
| P24-03331 | ODP BUSINESS SOLUTIONS LLC     | ROTC PRINTER TONER                                | JOHN F. KENNEDY HIGH SCHOOL    | 01   | 644.21         |
| P24-03332 | ODP BUSINESS SOLUTIONS LLC     | COMBINATION LOCKS                                 | WEST CAMPUS                    | 01   | 531.79         |
| P24-03333 | ODP BUSINESS SOLUTIONS LLC     | OT MATERIAL [REDACTED]                            | SPECIAL EDUCATION DEPARTMENT   | 01   | 1,538.11       |
| P24-03334 | ODP BUSINESS SOLUTIONS LLC     | MATERIALS FOR EL, MATH, ELA SUPPLEMENTAL PROGRAMS | HOLLYWOOD PARK ELEMENTARY      | 01   | 741.65         |
| P24-03335 | ODP BUSINESS SOLUTIONS LLC     | FURNITURE FOR HOMELESS DEPT                       | STUDENT SUPPORT&HEALTH SRVCS   | 01   | 3,255.12       |
| P24-03336 | ODP BUSINESS SOLUTIONS LLC     | OT MATERIAL [REDACTED]                            | SPECIAL EDUCATION DEPARTMENT   | 01   | 313.15         |
| P24-03337 | ODP BUSINESS SOLUTIONS LLC     | WHITEBOARD - CLASSROOM                            | WEST CAMPUS                    | 01   | 259.43         |
| P24-03338 | ODP BUSINESS SOLUTIONS LLC     | CLASSROOM PAPER                                   | WEST CAMPUS                    | 01   | 4,957.70       |
| P24-03339 | ODP BUSINESS SOLUTIONS LLC     | OFFICE DEPOT - PRINTERS                           | PACIFIC ELEMENTARY SCHOOL      | 01   | 3,587.32       |
| P24-03340 | ODP BUSINESS SOLUTIONS LLC     | SUPPLEMENTAL INSTRUCTIONAL MATERIALS              | WILL C. WOOD MIDDLE SCHOOL     | 01   | 4,863.37       |
| P24-03341 | ODP BUSINESS SOLUTIONS LLC     | ODP-T.S   | CONSOLIDATED PROGRAMS          | 01   | 130.49         |
| P24-03342 | ODP BUSINESS SOLUTIONS LLC     | SPECIAL ED. - SUPP. CLASSROOM MATERIALS - SALONGA | LUTHER BURBANK HIGH SCHOOL     | 01   | 219.64         |
| P24-03343 | ODP BUSINESS SOLUTIONS LLC     | DELIVER TO DENISE AUZENNE                         | EARLY LEARNING & CARE PROGRAMS | 12   | 465.89         |
| P24-03344 | SCHOOL SPECIALTY               | STUDENT PLANNERS                                  | JAMES W MARSHALL ELEMENTARY    | 01   | 625.81         |
| P24-03345 | GOPHER SPORT                   | SOCIAL EMOTIONAL LEARNING SUPPLIES 2023-24SY      | FATHER K.B. KENNY - K-8        | 01   | 2,752.21       |
| P24-03346 | ULINE                          | ULINE MATERIALS FOR HOMELESS DEPT 2023-24SY       | STUDENT SUPPORT&HEALTH SRVCS   | 01   | 10,702.96      |

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|-----------|---|--|--------------------------------|------|----------------|
| P24-03347 | LAKESHORE LEARNING MATERIALS            | ALL PRESCHOOLS- HOLD SHIP UNTIL MAY 1, 2024        | EARLY LEARNING & CARE PROGRAMS | 12   | 17,457.31      |
| P24-03348 | GRANICK SPORT INC dba S & R SP ORT      | SWIMSUITS - ADDITIONAL UNIFORMS 2023-24SY          | WEST CAMPUS                    | 01   | 403.01         |
| P24-03349 | BSN SPORTS LLC                          | MATERIALS FOR HS FLAG FOOTBALL 2023-24SY           | EQUITY, ACCESS & EXCELLENCE    | 01   | 4,521.39       |
| P24-03350 | BOOKS EN MORE                           | Books Rms 4 & 8 2023-24SY                          | JOHN MORSE THERAPEUTIC         | 01   | 169.64         |
| P24-03351 | BLICK ART MATERIALS                     | STUDENT ART SUPPLIES FOR CLASS 2023-24SY           | SUY:U ELEMENTARY               | 01   | 6,069.80       |
| P24-03352 | GOPHER SPORT                            | FOOTBALL FLAGS 2023-24SY                           | FATHER K.B. KENNY - K-8        | 01   | 1,209.52       |
| P24-03353 | GOPHER SPORT                            | PLAYGROUND/PE 2023-24SY                            | PARKWAY ELEMENTARY SCHOOL      | 01   | 1,760.35       |
| P24-03354 | BOOKS EN MORE                           | BOOKS FOR HJ READS LITERACY                        | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 2,043.95       |
| P24-03355 | BOOKS EN MORE                           | BOOKS FOR HJ READS LITERACY                        | HIRAM W. JOHNSON HIGH SCHOOL   | 01   | 684.74         |
| P24-03356 | BOOKS EN MORE                           | PRIMARY GRADE LEVEL BOOKS-KINDERGARTEN             | CAMELLIA BASIC ELEMENTARY      | 01   | 133.44         |
| P24-03357 | CDW GOVERNMENT                          | CLASSROOM PRINTERS                                 | WEST CAMPUS                    | 01   | 2,898.67       |
| P24-03358 | PACIFIC OFFICE AUTOMATION               | RISO INK AND MASTERS                               | CROCKER/RIVERSIDE ELEMENTARY   | 01   | 579.10         |
| P24-03359 | PACIFIC OFFICE AUTOMATION               | MASTERS AND INK FOR RISO EZ221                     | ABRAHAM LINCOLN ELEMENTARY     | 01   | 310.37         |
| P24-03360 | PACIFIC OFFICE AUTOMATION               | COPYING/RISO SUPPLIES                              | HUBERT H BANCROFT ELEMENTARY   | 01   | 395.08         |
| P24-03361 | ACADEMIC AFFAIRS YOUR GRADUATION SUPPLY | STOLES AND CORDS FOR GRADUATION                    | ENGINEERING AND SCIENCES HS    | 01   | 2,327.06       |
| P24-03362 | ODP BUSINESS SOLUTIONS LLC              | SPECIAL EDUCATION SUPPLIES                         | GEO WASHINGTON CARVER          | 01   | 140.54         |
| P24-03363 | GRAINGER INC                            | FLAT CART  | ALBERT EINSTEIN MIDDLE SCHOOL  | 01   | 644.67         |
| P24-03364 | LAKESHORE LEARNING MATERIALS            | TEACHING TOOLS/AWARDED FUNDS                       | HUBERT H BANCROFT ELEMENTARY   | 01   | 321.71         |
| P24-03365 | THE HOME DEPOT PRO                      | E L & CARE CUSTODIAL SUPPLIES 2023-24SY            | HIRAM W. JOHNSON HIGH SCHOOL   | 12   | 606.28         |
| P24-03366 | THE HOME DEPOT PRO                      | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | PARKWAY ELEMENTARY SCHOOL      | 12   | 303.42         |
| P24-03367 | THE HOME DEPOT PRO                      | EARLY LRN & CARE CUSTODIAL SUPPLIES 2023-24SY      | PACIFIC ELEMENTARY SCHOOL      | 12   | 290.01         |
| P24-03368 | THE HOME DEPOT PRO                      | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | OAK RIDGE ELEMENTARY SCHOOL    | 12   | 296.37         |
| P24-03369 | THE HOME DEPOT PRO                      | EARLY LEARN & CARE CUSTODIAL SUPPLIES 2023-24SY    | ETHEL PHILLIPS ELEMENTARY      | 12   | 186.79         |
| P24-03370 | THE HOME DEPOT PRO                      | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | BG CHACON ACADEMY              | 12   | 296.68         |

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**Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\***

| PO Number | Vendor Name                        | Description  | Location                       | Fund | Account Amount |
|-----------|------------------------------------|--|--------------------------------|------|----------------|
| P24-03371 | THE HOME DEPOT PRO                 | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | ETHEL I. BAKER ELEMENTARY      | 12   | 247.19         |
| P24-03372 | THE HOME DEPOT PRO                 | CUSTODIAL SUPPLIES 2023-24SY                       | BUILDINGS & GROUNDS/OPERATIONS | 01   | 12,003.50      |
| P24-03373 | TROXELL COMMUNICATIONS INC         | HEADSETS FOR ESL                                   | HUBERT H BANCROFT ELEMENTARY   | 01   | 810.19         |
| P24-03374 | TMA LASER GROUP INC                | CLASSROOM PRINTER CARTRIDGES                       | WEST CAMPUS                    | 01   | 1,677.01       |
| P24-03375 | THE HOME DEPOT PRO                 | EARLY LEARN & CARE CUSTODIAL SUPPLIES 2023-24SY    | EARL WARREN ELEMENTARY SCHOOL  | 12   | 311.44         |
| P24-03376 | THE HOME DEPOT PRO                 | EARLY LEARNING & CARE CUST SUPPLIES- D. RICHARDSON | FATHER K.B. KENNY - K-8        | 12   | 151.73         |
| P24-03377 | THE HOME DEPOT PRO                 | HD HOME DEPOT 2023-24SY                            | LEATAATA FLOYD ELEMENTARY      | 01   | 2,073.58       |
| P24-03378 | COMPLETE BUSINESS SYSTEMS INTL INC | INK AND MASTERS FOR DUPLO COPIER                   | C. K. McCLATCHY HIGH SCHOOL    | 01   | 4,334.69       |
| P24-03379 | FUN AND FUNCTION                   | █ MATERIAL █                                       | SPECIAL EDUCATION DEPARTMENT   | 01   | 1,905.61       |
| P24-03380 | LAKESHORE LEARNING MATERIALS       | SPEECH MATERIAL                                    | SPECIAL EDUCATION DEPARTMENT   | 01   | 1,027.96       |
| P24-03381 | ONE WORKPLACE L FERRARI LLC        | DESK (QUOTE 724858)                                | CAROLINE WENZEL ELEMENTARY     | 01   | 9,958.71       |
| P24-03382 | WESTERN PSYCHOLOGICAL SERVICES     | SPEECH MATERIAL                                    | SPECIAL EDUCATION DEPARTMENT   | 01   | 4,228.54       |
| P24-03383 | LAKESHORE LEARNING MATERIALS       | CLASSROOM TABLES                                   | ETHEL I. BAKER ELEMENTARY      | 01   | 2,857.96       |
| P24-03384 | THERAPY SHOPPE                     | █ MATERIALS █                                      | SPECIAL EDUCATION DEPARTMENT   | 01   | 4,546.19       |
| P24-03385 | COOLE SCHOOL INC                   | SCHOOL PLANNERS 24/25                              | PACIFIC ELEMENTARY SCHOOL      | 01   | 3,814.80       |
| P24-03386 | PENGUIN RANDOM HOUSE               | PHONICS BOOKS FOR HOPE LITERACY                    | OAK RIDGE ELEMENTARY SCHOOL    | 01   | 836.00         |
| P24-03387 | TREASURE BAY, INC                  | PHONICS READERS FOR ENGLISH AND BILINGUAL STUDENTS | OAK RIDGE ELEMENTARY SCHOOL    | 01   | 1,541.83       |
| P24-03388 | MAKERBOT INDUSTRIES LLC            | █ MATERIAL █                                       | SPECIAL EDUCATION DEPARTMENT   | 01   | 502.43         |
| P24-03389 | FOLLETT SCHOOL SOLUTIONS           | LIBRARY BOOK MATERIALS                             | C. K. McCLATCHY HIGH SCHOOL    | 01   | 2,146.72       |
| P24-03390 | FOLLETT SCHOOL SOLUTIONS           | Success Acad Paperback/Library w/o C&P             | LIBRARY/TEXTBOOK SERVICES      | 01   | 1,986.76       |
| P24-03391 | JOSTENS INC                        | DIPLOMA COVERS 2024                                | ENGINEERING AND SCIENCES HS    | 01   | 537.45         |
| P24-03392 | BEACON BUILDING PRODUCTS           | JOHN MORSE ROOF REPAIR / SUMMER PROJECT            | FACILITIES MAINTENANCE         | 01   | 7,634.97       |
| P24-03393 | BEACON BUILDING PRODUCTS           | ELDER CREEK ROOF REPAIR / SUMMER PROJECT           | FACILITIES MAINTENANCE         | 01   | 21,742.34      |

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| PO Number | Vendor Name  | Description  | Location                      | Fund | Account Amount |
|-----------|--|--|-------------------------------|------|----------------|
| P24-03394 | HERC RENTALS INC   | RENTAL DAMAGED DUE TO STORM                        | FACILITIES MAINTENANCE        | 01   | 3,516.41       |
| P24-03395 | BEACON BUILDING PRODUCTS                                 | CONFIRMING CAL STORM DAMAGE                        | FACILITIES MAINTENANCE        | 01   | 1,006.52       |
| P24-03396 | PAPE MACHINERY   | AUGER ATTACHMENT FOR EXCAVATOR                     | FACILITIES MAINTENANCE        | 01   | 6,515.21       |
| P24-03397 | BIZON GROUP INC dba CONEXWEST                            | 0415-468 CAL MS CAMPUS RENEWAL - CONTAINER RENTAL  | FACILITIES SUPPORT SERVICES   | 21   | 8,473.18       |
| P24-03398 | THE SHADE CARE CO INC                                    | TREE SERVICE @ HIRAM JOHNSON                       | FACILITIES MAINTENANCE        | 01   | 2,640.00       |
| P24-03399 | THE SHADE CARE CO INC                                    | TREE SERVICE-MARK HOPKINS HAZARD/FALLING LIMBS     | FACILITIES MAINTENANCE        | 01   | 7,260.00       |
| P24-03400 | BEACON BUILDING PRODUCTS                                 | WILL C WOOD ROOF REPAIR / SUMMER PROJECT           | FACILITIES MAINTENANCE        | 01   | 20,314.89      |
| P24-03402 | CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT | 477 PACIFIC ES NEW SCHOOL - DSA FEES               | FACILITIES SUPPORT SERVICES   | 21   | 537,900.00     |
| P24-03403 | STATE WATER RESOURCES CONTROL BOARD                      | 0262-461 NICHOLAS NEW SCHOOL - WATER BOARD FEE     | FACILITIES SUPPORT SERVICES   | 21   | 964.00         |
| P24-03404 | API GROUP LIFE SAFETY dba WEST ERN STATE FIRE PROTECT    | CONFIRMING - HYDRANT FLOW TEST - W. CAMPUS         | FACILITIES MAINTENANCE        | 01   | 1,500.00       |
| P24-03405 | SAC MENS SENIOR BASEBALL dba SMSBL INC.                  | LBHS/CKM SOFT/BASEBALL - ARMY DEPOT PARK           | FACILITIES SUPPORT SERVICES   | 01   | 5,200.00       |
| P24-03406 | CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT | 0410-409 AEINSTEIN RENOVATION - DSA FEES           | FACILITIES SUPPORT SERVICES   | 21   | 21,330.00      |
| P24-03407 | READ NATURALLY INC                                       | READ NATURALLY SUBSCRIPTION                        | HIRAM W. JOHNSON HIGH SCHOOL  | 01   | 1,725.00       |
| P24-03408 | TOUCHLINE SOFTWARE INC                                   | QUICK PERMIT RENEWAL LICENSE FOR 24-25             | JOHN F. KENNEDY HIGH SCHOOL   | 01   | 475.00         |
| P24-03409 | MARKERBOARD PEOPLE                                       | STUDENT WHITEBOARDS                                | HUBERT H BANCROFT ELEMENTARY  | 01   | 1,110.94       |
| P24-03410 | THE HOME DEPOT PRO                                       | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | LISBON CHILDREN'S CENTER      | 12   | 301.60         |
| P24-03411 | THE HOME DEPOT PRO                                       | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-2SY  | H.W. HARKNESS ELEMENTARY      | 12   | 304.89         |
| P24-03412 | THE HOME DEPOT PRO                                       | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | ELDER CREEK ELEMENTARY SCHOOL | 12   | 295.33         |
| P24-03413 | THE HOME DEPOT PRO                                       | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | JOHN H. STILL - K-8           | 12   | 315.33         |
| P24-03414 | THE HOME DEPOT PRO                                       | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | BOWLING GREEN ELEMENTARY      | 12   | 299.03         |

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|-----------|---|--|-------------------------------|------|----------------|
| P24-03415 | THE HOME DEPOT PRO                            | EARLY LRNING & CARE CUSTODIAL SUPPLIES 2023-24SY   | CHARLES A. JONES CAREER & ED  | 12   | 297.77         |
| P24-03416 | THE HOME DEPOT PRO                            | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | JOHN BIDWELL ELEMENTARY       | 12   | 318.51         |
| P24-03417 | THE HOME DEPOT PRO                            | EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY | NICHOLAS ELEMENTARY SCHOOL    | 12   | 298.44         |
| P24-03418 | LAKESHORE LEARNING MATERIALS                  | STUDENT SUPPLIES ROOM2023-24SY                     | WASHINGTON ELEMENTARY SCHOOL  | 01   | 104.48         |
| P24-03419 | MORTON GOLF LLC dba HAGGIN OAK S GOLF COMPLEX | GOLF SIMULATOR 2023-24SY                           | ALBERT EINSTEIN MIDDLE SCHOOL | 01   | 6,519.56       |
| P24-03420 | LAKESHORE LEARNING MATERIALS                  | ORDER FOR MS. RONNI (WW7) 2023-24SY                | BOWLING GREEN ELEMENTARY      | 09   | 794.94         |
| P24-03421 | LAKESHORE LEARNING MATERIALS                  | READING INTERVENTION-LITERACY GAMES 2023-24SY      | HIRAM W. JOHNSON HIGH SCHOOL  | 01   | 221.51         |
| P24-03422 | MCKESSON MEDICAL SURGICAL INC                 | MA INSTRCUTIONAL SUPPLIES 2023-24SY                | CHARLES A. JONES CAREER & ED  | 11   | 457.62         |
| P24-03423 | COLIN D FULTON dba COTTON SHOP PE             | BOYS VOLLEYBALL UNIFORMS 2023-24 SY                | MIWOK MIDDLE SCHOOL           | 01   | 867.41         |
| P24-03424 | EDUARDO HANDAL dba AWARDS TROP HIES & MORE    | LAW AND SOCIAL JUSTICE - AWARDS 2023-24SY          | LUTHER BURBANK HIGH SCHOOL    | 01   | 679.69         |
| P24-03425 | BLICK ART MATERIALS                           | 8TH GRADE ART SUPPLIES 2023-24 SY                  | A. M. WINN - K-8              | 01   | 369.53         |
| P24-03426 | BLICK ART MATERIALS                           | ETCH PRESS & SUPPLIES FOR ART CLASS 2023-24SY      | C. K. McCLATCHY HIGH SCHOOL   | 01   | 3,169.31       |
| P24-03427 | BSN SPORTS LLC                                | FOR GEORGE WASHINGTON CARVER SCHOOL 2023-24SY      | EQUITY, ACCESS & EXCELLENCE   | 01   | 876.32         |
| P24-03428 | BSN SPORTS LLC                                | POLO SHIRTS FOR STAFF 2023-24SY                    | ENGINEERING AND SCIENCES HS   | 01   | 3,005.63       |
| P24-03429 | BLICK ART MATERIALS                           | ART SUPPLIES 2023-24 SY                            | SUCCESS ACADEMY               | 01   | 1,532.29       |
| P24-03430 | MARVIN NAKAMOTO                               | REIMBURSEMENT FOR WOMENS VARSITY BASKETBALL 2022   | JOHN F. KENNEDY HIGH SCHOOL   | 01   | 1,461.60       |
| P24-03431 | ACCESS TRAX LLC                               | ██████ MATERIAL - ██████                           | SPECIAL EDUCATION DEPARTMENT  | 01   | 1,332.49       |
| P24-03432 | J'S COMMUNICATIONS INC                        | Motorola R2 Walkie Radios                          | GOLDEN EMPIRE ELEMENTARY      | 01   | 15,880.54      |
| P24-03433 | ARMONI EASLEY dba EASLEY DONE & COMPANY LLC   | SELF DEVELOPMENT WORKBOOK                          | ALBERT EINSTEIN MIDDLE SCHOOL | 01   | 732.83         |
| P24-03434 | CURRICULUM ASSOCIATES LLC                     | IREADY (QUOTE ID: 365391.7)                        | CAROLINE WENZEL ELEMENTARY    | 01   | 49,140.00      |
| P24-03435 | BSN SPORTS LLC                                | FOOTBALL UNIFORMS 2023-24SY                        | LUTHER BURBANK HIGH SCHOOL    | 01   | 7,986.75       |
| P24-03436 | TIGER SUPPLIES dbaTIGER MEDICA L              | ██████ MATERIAL BULK FOR CHECKOUT 2023-24SY        | SPECIAL EDUCATION DEPARTMENT  | 01   | 13,218.76      |

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|-----------|---|---|-----------------------------------|------|----------------|
| P24-03437 | THERAPRO INC  | █ MATERIAL - █<br>2023-24SY                           | SPECIAL EDUCATION<br>DEPARTMENT   | 01   | 217.05         |
| P24-03438 | NATIONAL EDUCATIONAL<br>MUSIC CO                        | INSTRUMENTS FOR AFTER<br>SCHOOL PROGRAMS<br>2023-24SY | YOUTH DEVELOPMENT                 | 01   | 33,289.14      |
| P24-03439 | THE HOME DEPOT PRO                                      | CUSTODIAL SUPPLIES<br>2023-24SY                       | MATSUYAMA ELEMENTARY<br>SCHOOL    | 01   | 1,162.47       |
| P24-03440 | BLICK ART MATERIALS                                     | 3-D ART CLASSROOM<br>SUPPLIES 2023-24SY               | C. K. McCLATCHY HIGH<br>SCHOOL    | 01   | 2,072.93       |
| P24-03441 | CAROLINA BIOLOGICAL<br>SUPPLY CO ACCT #121087           | SCIENCE INSTRUCTIONAL<br>MATERIALS 2023-24SY          | ALBERT EINSTEIN MIDDLE<br>SCHOOL  | 01   | 327.51         |
| P24-03442 | FOLLETT SCHOOL<br>SOLUTIONS                             | MS Libraries w/District Funds                         | LIBRARY/TEXTBOOK<br>SERVICES      | 01   | 14,476.54      |
| P24-03443 | FOLLETT SCHOOL<br>SOLUTIONS                             | HS Libraries w/District Funds                         | LIBRARY/TEXTBOOK<br>SERVICES      | 01   | 7,558.68       |
| P24-03444 | AMAZON CAPITAL SERVICES                                 | █ MATERIAL - █<br>█ 2023-24SY                         | SPECIAL EDUCATION<br>DEPARTMENT   | 01   | 26.09          |
| P24-03445 | AMAZON CAPITAL SERVICES<br>INC                          | ADMIN 2023-24SY                                       | LEATAATA FLOYD<br>ELEMENTARY      | 01   | 13.04          |
| P24-03446 | GREAT MINDS PBC   | Eureka Math Curriculum                                | GOLDEN EMPIRE<br>ELEMENTARY       | 01   | 28,529.76      |
| P24-03447 | AMERICAN PRINTING<br>HOUSE FOR TH E BLIND INC           | █ MATERIAL █  | SPECIAL EDUCATION<br>DEPARTMENT   | 01   | 1,752.93       |
| P24-03448 | AMAZON CAPITAL SERVICES                                 | ADMIN 2023-24SY                                       | LEATAATA FLOYD<br>ELEMENTARY      | 01   | 415.31         |
| P24-03449 | ZANER-BLOSER INC  | BUILDING FACT FLUENCY                                 | ALBERT EINSTEIN MIDDLE<br>SCHOOL  | 01   | 1,377.09       |
| P24-03450 | HOUGHTON MIFFLIN<br>HARCOURT PUBL ISHING<br>CO          | MATH INSTRUCTIONAL<br>MATERIALS                       | OAK RIDGE ELEMENTARY<br>SCHOOL    | 01   | 4,662.29       |
| P24-03451 | JUST RIGHT READER INC                                   | TK ORDER - MONICA<br>KOEHLER                          | EARLY LEARNING & CARE<br>PROGRAMS | 01   | 28,138.83      |
| P24-03452 | KENDALL HUNT<br>PUBLISHERS CO                           | GATE PROGRAM STUDENT<br>AND TEACHERS GUIDES           | GIFTED AND TALENTED<br>EDUCATION  | 01   | 918.67         |
| P24-03453 | AMAZON CAPITAL SERVICES                                 | AMAZON 2023-24SY                                      | LEATAATA FLOYD<br>ELEMENTARY      | 01   | 1,437.37       |
| P24-03454 | MCGRAW HILL COMPANIES                                   | LANGUAGE FOR LEARNING                                 | OAK RIDGE ELEMENTARY<br>SCHOOL    | 01   | 8,570.48       |
| P24-03455 | ELSEVIER  | MA PRGM-BOOKSTORE<br>2023-24SY                        | CHARLES A. JONES CAREER<br>& ED   | 11   | 2,998.57       |
| P24-03456 | SELWAY MACHINE TOOL<br>COMPANY                          | TOOLS FOR EMMANUEL<br>VALADEZ @ JFK                   | CAREER & TECHNICAL<br>PREPARATION | 01   | 1,822.68       |
| P24-03457 | KRUEGER INTERNATIONAL<br>INC                            | HOMELESS SERVICES<br>FURNITURE                        | STUDENT<br>SUPPORT&HEALTH SRVCS   | 01   | 15,443.59      |
| P24-03458 | NO TEARS LEARNING INC<br>dba LEAR NING WITHOUT<br>TEARS | HANDWRITING/SUPPLEMENT<br>AL INSTRUCTION              | HUBERT H BANCROFT<br>ELEMENTARY   | 01   | 2,971.49       |
| P24-03459 | ODP BUSINESS SOLUTIONS<br>LLC                           | LAW- INSTRUCTIONAL<br>SUPPLIES                        | HIRAM W. JOHNSON HIGH<br>SCHOOL   | 01   | 3,764.53       |

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|----------------------------|--|---|--------------------------------|--------------|---------------------|
| P24-03460                  | ODP BUSINESS SOLUTIONS LLC               | OFFICE - DIGITAL TIME AND DATE STAMP & LADDER | LUTHER BURBANK HIGH SCHOOL     | 01           | 267.50              |
| P24-03461                  | ODP BUSINESS SOLUTIONS LLC               | LSJ - SUPPL CLASSROOM SUPPLIES - GIBSON       | LUTHER BURBANK HIGH SCHOOL     | 01           | 961.47              |
| P24-03462                  | ODP BUSINESS SOLUTIONS LLC               | OFFICE CHAIRS FOR TEACHERS                    | C. K. McCLATCHY HIGH SCHOOL    | 01           | 705.80              |
| P24-03463                  | PACIFIC OFFICE AUTOMATION                | INK & MASTER ROLL                             | GENEVIEVE DIDION ELEMENTARY    | 01           | 652.47              |
| P24-03464                  | AMAZON CAPITAL SERVICES                  | EMERGENCY CLOTHING FOR STUDENTS 2023-24SY     | WILL C. WOOD MIDDLE SCHOOL     | 01           | 463.86              |
| P24-03465                  | BOOKS EN MORE                            | BOOKS FOR APPLE BAGS                          | EARLY LEARNING & CARE PROGRAMS | 12           | 674.26              |
| P24-03466                  | SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO | MICROPHONES FOR MEDIA PRODUCTION              | C. K. McCLATCHY HIGH SCHOOL    | 01           | 2,170.65            |
| P24-03467                  | LAKESHORE LEARNING MATERIALS             | LAKESHORE J.BIDWELL(153) RM 21, M. Yang       | EARLY LEARNING & CARE PROGRAMS | 12           | 1,167.86            |
| P24-03468                  | UNITED VOLLEYBALL SUPPLY LLC             | VOLLEYBALL USA 2023-24SY                      | ROSA PARKS MIDDLE SCHOOL       | 01           | 473.93              |
| TB24-00011                 | TEXTBOOK WAREHOUSE LLC                   | MS & HS ELD Inside & Edge Workbooks           | LIBRARY/TEXTBOOK SERVICES      | 01           | 8,313.07            |
| TB24-00012                 | TEXTBOOK WAREHOUSE LLC                   | Waldorf Math Topics 2024-2025 school yr       | LIBRARY/TEXTBOOK SERVICES      | 01           | 15,850.54           |
| TB24-00013                 | MZHY EDITORS GROUP                       | Elder Creek Chinese Curriculum                | LIBRARY/TEXTBOOK SERVICES      | 01           | 683.00              |
| TB24-00014                 | FOLLETT SCHOOL SOLUTIONS                 | Waldorf Curriculum replacement 2024-2025      | LIBRARY/TEXTBOOK SERVICES      | 01           | 207.61              |
| <b>Total Number of POs</b> |  |   | <b>698</b>                     | <b>Total</b> | <b>6,538,391.69</b> |

**Fund Recap**

| Fund | Description       | PO Count     | Amount              |
|------|-------------------|--------------|---------------------|
| 01   | General Fund      | 494          | 4,504,499.75        |
| 09   | Charter School    | 22           | 47,640.61           |
| 11   | Adult Education   | 18           | 168,332.02          |
| 12   | Child Development | 127          | 171,711.33          |
| 13   | Cafeteria         | 8            | 343,852.16          |
| 21   | Building Fund     | 28           | 1,300,697.22        |
| 67   | Self Insurance    | 1            | 1,658.60            |
|      |                   | <b>Total</b> | <b>6,538,391.69</b> |

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**PO Changes**

|           | <u>New PO Amount</u> | <u>Fund/<br/>Object</u> | <u>Description</u>                          | <u>Change Amount</u> |
|-----------|----------------------|-------------------------|---|----------------------|
| B23-00067 | 860.51               | 21-6230                 | Building Fund/Blueprint Duplicating         | 360.51               |
| B23-00354 | 5,005.98             | 01-5800                 | General Fund/Other Contractual Expenses     | .00                  |
| B24-00021 | .00                  | 13-4710                 | Cafeteria/Food                              | 1,000.00-            |
| B24-00022 | 529,000.00           | 13-4710                 | Cafeteria/Food                              | 131,000.00-          |
| B24-00024 | 100.00               | 13-4326                 | Cafeteria/Nutrition Ed/Paper Supplies       | 5,900.00-            |
| B24-00099 | 20,000.00            | 13-4710                 | Cafeteria/Food                              | 30,000.00-           |
| B24-00100 | 85,793.28            | 13-4710                 | Cafeteria/Food                              | 54,206.72-           |
| B24-00101 | 147,000.00           | 13-4710                 | Cafeteria/Food                              | 53,000.00-           |
| B24-00125 | 225,000.00           | 13-4710                 | Cafeteria/Food                              | 60,000.00            |
| B24-00126 | 204,000.00           | 13-4710                 | Cafeteria/Food                              | 5,000.00-            |
| B24-00130 | 26,000.00            | 13-5810                 | Cafeteria/Tickets/Fees/Regis.for Parents    | 14,830.12-           |
| B24-00133 | 1,000.00             | 13-5690                 | Cafeteria/Other Contracts, Rents, Leases    | 4,000.00-            |
| B24-00134 | 1,000.00             | 13-4325                 | Cafeteria/Nutrition Ed/Equipment Parts      | 14,000.00-           |
| B24-00138 | 25,000.00            | 13-4326                 | Cafeteria/Nutrition Ed/Paper Supplies       | 20,000.00-           |
| B24-00139 | 30,000.00            | 13-4326                 | Cafeteria/Nutrition Ed/Paper Supplies       | 100,000.00-          |
| B24-00151 | 15,323.10            | 67-5800                 | Self Insurance/Other Contractual Expenses   | 1,136.67             |
| B24-00205 | 500.00               | 13-4325                 | Cafeteria/Nutrition Ed/Equipment Parts      | 300.00               |
| B24-00209 | 500.00               | 13-4325                 | Cafeteria/Nutrition Ed/Equipment Parts      | 3,500.00-            |
| B24-00210 | 10,000.00            | 13-4326                 | Cafeteria/Nutrition Ed/Paper Supplies       | 20,000.00-           |
| B24-00211 | 20,000.00            | 13-4325                 | Cafeteria/Nutrition Ed/Equipment Parts      | 20,000.00-           |
| B24-00213 | 60,000.00            | 13-5800                 | Cafeteria/Other Contractual Expenses        | 10,000.00            |
| B24-00217 | 49,000.00            | 13-4326                 | Cafeteria/Nutrition Ed/Paper Supplies       | 9,000.00             |
| B24-00263 | 11,156.73            | 13-4710                 | Cafeteria/Food                              | 3,843.27-            |
| B24-00323 | 181.00               | 01-4320                 | General Fund/Non-Instructional Materials/Su | 1,819.00-            |
| B24-00360 | .00                  | 01-5690                 | General Fund/Other Contracts, Rents, Leases | 14,100.00-           |
|           |                      | 01-5800                 | General Fund/Other Contractual Expenses     | 9,400.00-            |
|           |                      |                         | <b>Total PO B24-00360</b>                   | <b>23,500.00-</b>    |
| B24-00362 | .00                  | 01-5800                 | General Fund/Other Contractual Expenses     | 5,000.00-            |
| B24-00384 | 32,539.00            | 13-4710                 | Cafeteria/Food                              | 17,345.00-           |
| B24-00387 | 149,000.00           | 13-4710                 | Cafeteria/Food                              | 45,000.00            |
| B24-00393 | 4,030.00             | 13-5690                 | Cafeteria/Other Contracts, Rents, Leases    | 1,300.00             |
| B24-00398 | 1,703.00             | 01-5800                 | General Fund/Other Contractual Expenses     | 4,297.00-            |
| B24-00401 | 481,108.16           | 13-4710                 | Cafeteria/Food                              | 105,000.00           |
| B24-00402 | 58,490.88            | 13-4710                 | Cafeteria/Food                              | 61,509.12-           |
| B24-00405 | 9,222.00             | 13-4710                 | Cafeteria/Food                              | 5,778.00-            |
| B24-00425 | 97,319.00            | 13-4710                 | Cafeteria/Food                              | 69,481.00-           |
| B24-00426 | 437,000.00           | 13-4710                 | Cafeteria/Food                              | 100,000.00           |
| B24-00428 | 150,000.00           | 13-4710                 | Cafeteria/Food                              | .00                  |
| B24-00430 | 95,000.00            | 13-4710                 | Cafeteria/Food                              | 30,000.00            |

\*\*\* See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\*

PO Changes (continued)

|           | New PO Amount | Fund/<br>Object | Description                                  | Change Amount |
|-----------|---------------|-----------------|--|---------------|
| B24-00431 | 38,812.40     | 13-4710         | Cafeteria/Food                               | 10,187.60-    |
| B24-00432 | 11,808.00     | 13-4710         | Cafeteria/Food                               | 1,000.00-     |
| B24-00436 | 100.00        | 01-4310         | General Fund/Instructional Materials/Suppli  | 1,900.00-     |
| B24-00441 | 132.00        | 01-4310         | General Fund/Instructional Materials/Suppli  | 1,768.00-     |
| B24-00466 | .00           | 01-5800         | General Fund/Other Contractual Expenses      | 250.00-       |
| B24-00469 | 5.00          | 01-4320         | General Fund/Non-Instructional Materials/Su  | 2,495.00-     |
| B24-00472 | 33,500.00     | 01-4320         | General Fund/Non-Instructional Materials/Su  | 2,500.00      |
| B24-00480 | .00           | 01-5800         | General Fund/Other Contractual Expenses      | 15,000.00-    |
| B24-00485 | .00           | 01-5690         | General Fund/Other Contracts, Rents, Leases  | 10,000.00-    |
| B24-00492 | 18,720.00     | 01-5800         | General Fund/Other Contractual Expenses      | 4,000.00      |
| B24-00494 | 9,000.00      | 01-4320         | General Fund/Non-Instructional Materials/Su  | 1,000.00      |
| B24-00503 | .00           | 01-4320         | General Fund/Non-Instructional Materials/Su  | 5,000.00-     |
| B24-00511 | .00           | 01-4320         | General Fund/Non-Instructional Materials/Su  | 1,000.00-     |
| B24-00512 | .00           | 01-4320         | General Fund/Non-Instructional Materials/Su  | 500.00-       |
| B24-00513 | 162.00        | 01-4320         | General Fund/Non-Instructional Materials/Su  | 838.00-       |
| B24-00514 | .00           | 01-5690         | General Fund/Other Contracts, Rents, Leases  | 500.00-       |
| B24-00517 | .00           | 01-4320         | General Fund/Non-Instructional Materials/Su  | 1,500.00-     |
| B24-00518 | 3,500.00      | 01-4320         | General Fund/Non-Instructional Materials/Su  | 1,000.00      |
| B24-00521 | .00           | 01-4332         | General Fund/Oil                             | 500.00-       |
| B24-00525 | 8,000.00      | 01-4320         | General Fund/Non-Instructional Materials/Su  | 4,000.00      |
| B24-00527 | .00           | 01-5690         | General Fund/Other Contracts, Rents, Leases  | 7,500.00-     |
| B24-00529 | .00           | 01-5800         | General Fund/Other Contractual Expenses      | 1,000.00-     |
| B24-00538 | 49,500.00     | 12-5560         | Child Development/Laundry and Dry Cleaning   | 10,500.00     |
| B24-00539 | .00           | 01-5690         | General Fund/Other Contracts, Rents, Leases  | 10,000.00-    |
| B24-00546 | 2,248.00      | 01-4320         | General Fund/Non-Instructional Materials/Su  | 252.00-       |
| B24-00548 | 9.00          | 01-4320         | General Fund/Non-Instructional Materials/Su  | 8,991.00-     |
| B24-00552 | 4,500.00      | 01-4320         | General Fund/Non-Instructional Materials/Su  | 1,000.00      |
| B24-00569 | 274.86        | 01-5610         | General Fund/Equipment Rental                | 4,725.14-     |
| B24-00583 | .00           | 01-4333         | General Fund/Tires                           | 5,000.00-     |
| B24-00596 | 32,500.00     | 01-5800         | General Fund/Other Contractual Expenses      | 7,408.00      |
| B24-00616 | 13,300.00     | 01-5930         | General Fund/Telephones/Cell Phones          | 10,700.00-    |
| B24-00642 | 8,749.86      | 12-5800         | Child Development/Other Contractual Expenses | 2,011.57      |
| B24-00646 | 10,000.00     | 01-5800         | General Fund/Other Contractual Expenses      | 6,000.00      |
| B24-00647 | .00           | 01-5690         | General Fund/Other Contracts, Rents, Leases  | 500.00-       |
| B24-00657 | 34,500.00     | 01-5832         | General Fund/Transportation-Field Trips      | 7,000.00      |
| B24-00660 | 190,871.00    | 13-4710         | Cafeteria/Food                               | 45,871.00     |
| B24-00661 | 261,227.00    | 13-4710         | Cafeteria/Food                               | 75,000.00     |
| B24-00673 | 520,000.00    | 13-4710         | Cafeteria/Food                               | 57,000.00     |
| B24-00676 | 1,500.00      | 01-5832         | General Fund/Transportation-Field Trips      | 500.00        |

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.





Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\*

PO Changes (continued)

|             | New PO Amount | Fund/<br>Object | Description                                   | Change Amount |
|-------------|---------------|-----------------|---|---------------|
| B24-00684   | 8,600.00      | 13-4325         | Cafeteria/Nutrition Ed/Equipment Parts        | 3,810.00      |
|             |               | 13-5800         | Cafeteria/Other Contractual Expenses          | 690.00        |
|             |               |                 | Total PO B24-00684                            | 4,500.00      |
| B24-00691   | 7,000.00      | 01-5800         | General Fund/Other Contractual Expenses       | 1,000.00      |
| B24-00697   | 65,000.00     | 13-4710         | Cafeteria/Food                                | 15,000.00     |
| B24-00721   | 2,500.00      | 01-4310         | General Fund/Instructional Materials/Suppli   | 1,000.00      |
| B24-00731   | 3,017.00      | 01-4310         | General Fund/Instructional Materials/Suppli   | 1,269.70      |
| B24-00732   | 17,304.00     | 13-4710         | Cafeteria/Food                                | 52,696.00-    |
| B24-00750   | 12,000.00     | 01-5831         | General Fund/Transportation-Parent Contract   | 4,450.00      |
| B24-00756   | 500.00        | 13-5540         | Cafeteria/Waste Removal                       | 4,500.00-     |
| B24-00757   | .00           | 01-5832         | General Fund/Transportation-Field Trips       | 7,000.00-     |
| B24-00790   | 26,750.00     | 13-4710         | Cafeteria/Food                                | 33,250.00-    |
| B24-00807   | 1,300.00      | 01-5832         | General Fund/Transportation-Field Trips       | 1,000.00      |
| B24-00848   | 2,300.00      | 11-5800         | Adult Education/Other Contractual Expenses    | 200.00        |
| B24-00850   | 500.00        | 13-4325         | Cafeteria/Nutrition Ed/Equipment Parts        | 4,500.00-     |
| B24-00858   | .00           | 13-4710         | Cafeteria/Food                                | 1,000.00-     |
| B24-00859   | 14,400.00     | 13-4710         | Cafeteria/Food                                | 3,600.00-     |
| B24-00860   | .00           | 13-4710         | Cafeteria/Food                                | 1,000.00-     |
| B24-00861   | .00           | 13-4710         | Cafeteria/Food                                | 40,000.00-    |
| B24-00872   | 57,200.00     | 13-4710         | Cafeteria/Food                                | 37,800.00-    |
| B24-00878   | 6,000.00      | 01-5832         | General Fund/Transportation-Field Trips       | 4,000.00-     |
| B24-00894   | 5,970.00      | 13-4710         | Cafeteria/Food                                | 43,818.75-    |
| B24-00910   | 4,000.00      | 01-4320         | General Fund/Non-Instructional Materials/Su   | 4,000.00-     |
| B24-00914   | 8,000.00      | 01-4310         | General Fund/Instructional Materials/Suppli   | 2,000.00      |
| B24-00916   | 3,260.00      | 01-5800         | General Fund/Other Contractual Expenses       | 60.00         |
| B24-00948   | .00           | 13-4710         | Cafeteria/Food                                | 40,000.00-    |
| CHB24-00005 | 11,420.57     | 01-4310         | General Fund/Instructional Materials/Suppli   | 1,020.57      |
| CHB24-00010 | 4,500.00      | 01-4320         | General Fund/Non-Instructional Materials/Su   | 1,000.00      |
| CHB24-00026 | 4,000.00      | 09-4310         | Charter School/Instructional Materials/Suppli | 1,000.00      |
| CHB24-00027 | 4,800.00      | 01-4310         | General Fund/Instructional Materials/Suppli   | 300.00        |
| CHB24-00030 | 4,000.00      | 01-4310         | General Fund/Instructional Materials/Suppli   | 1,000.00      |
| CHB24-00038 | 34,000.00     | 01-4320         | General Fund/Non-Instructional Materials/Su   | 4,000.00      |
| CHB24-00041 | 3,300.00      | 01-4320         | General Fund/Non-Instructional Materials/Su   | 800.00        |
| CHB24-00075 | 20,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli   | 5,000.00      |
| CHB24-00082 | 24,900.00     | 01-4310         | General Fund/Instructional Materials/Suppli   | 4,900.00      |
| CHB24-00083 | 2,210.00      | 01-4320         | General Fund/Non-Instructional Materials/Su   | 210.00        |
| CHB24-00095 | 23,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli   | 10,000.00     |
| CHB24-00135 | 19,000.00     | 01-4320         | General Fund/Non-Instructional Materials/Su   | 6,000.00      |
| CHB24-00136 | 12,500.00     | 01-4320         | General Fund/Non-Instructional Materials/Su   | 2,500.00      |

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\*

PO Changes (continued)

|             | New PO Amount | Fund/<br>Object | Description                                 | Change Amount |
|-------------|---------------|-----------------|---|---------------|
| CHB24-00179 | 6,000.00      | 01-4310         | General Fund/Instructional Materials/Suppli | 1,000.00      |
| CHB24-00182 | 16,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 10,000.00     |
| CHB24-00197 | 12,500.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 3,500.00      |
| CHB24-00198 | 17,500.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 2,500.00      |
| CHB24-00206 | 4,200.00      | 01-4310         | General Fund/Instructional Materials/Suppli | 700.00        |
| CHB24-00208 | 14,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 8,000.00      |
| CHB24-00210 | 18,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 10,000.00     |
| CHB24-00212 | 18,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 3,000.00      |
| CHB24-00213 | 2,400.00      | 01-4310         | General Fund/Instructional Materials/Suppli | 800.00        |
| CHB24-00217 | 14,354.36     | 01-4310         | General Fund/Instructional Materials/Suppli | 4,354.36      |
| CHB24-00222 | 20,500.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 10,000.00     |
| CHB24-00232 | 23,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 5,000.00      |
| CHB24-00239 | 11,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 5,000.00      |
| CHB24-00253 | 3,481.48      | 01-4310         | General Fund/Instructional Materials/Suppli | 2,200.00      |
| CHB24-00280 | 24,900.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 4,900.00      |
| CHB24-00286 | 11,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 6,000.00      |
| CHB24-00308 | 24,000.00     | 01-4310         | General Fund/Instructional Materials/Suppli | 17,000.00     |
| CS23-00360  | 235,600.00    | 01-5800         | General Fund/Other Contractual Expenses     | 37,500.00     |
| CS23-00481  | 120,096.00    | 21-6200         | Building Fund/Buildings (Improvements)      | 42,376.00     |
| CS24-00053  | 15,926.50     | 21-6170         | Building Fund/Land Improvement              | 2,026.50      |
| CS24-00076  | 15,447.50     | 21-6170         | Building Fund/Land Improvement              | 47.50         |
| CS24-00290  | 67,894.96     | 01-5100         | General Fund/Subagreements for Services abo | 10,372.55     |
|             |               | 01-5800         | General Fund/Other Contractual Expenses     | 18,522.41     |
|             |               |                 | Total PO CS24-00290                         | 28,894.96     |
| CS24-00340  | 180,245.00    | 01-5100         | General Fund/Subagreements for Services abo | 60,183.75     |
|             |               | 01-5800         | General Fund/Other Contractual Expenses     | 20,061.25     |
|             |               |                 | Total PO CS24-00340                         | 80,245.00     |
| CS24-00442  | 8,748.00      | 01-5800         | General Fund/Other Contractual Expenses     | 2,457.00      |
| CS24-00448  | 27,451.25     | 01-5800         | General Fund/Other Contractual Expenses     | 2,451.25      |
| P23-04316   | 4,511,961.95  | 21-6170         | Building Fund/Land Improvement              | 77,961.95     |
| P23-04317   | 2,696,123.36  | 21-6170         | Building Fund/Land Improvement              | 23,773.36     |
| P24-01047   | 9,408.32      | 01-4310         | General Fund/Instructional Materials/Suppli | 254.53        |
|             |               | 01-4410         | General Fund/Equipment \$500 - \$4,999      | 1,273.42      |
|             |               |                 | Total PO P24-01047                          | 1,527.95      |
| P24-01394   | 2,618.48      | 01-5832         | General Fund/Transportation-Field Trips     | 500.00        |
| P24-01945   | 818.10        | 01-4320         | General Fund/Non-Instructional Materials/Su | 180.39-       |
| P24-02084   | 10,350.00     | 01-5690         | General Fund/Other Contracts, Rents, Leases | 1,850.00      |
| P24-02261   | 1,021.01      | 01-4310         | General Fund/Instructional Materials/Suppli | 403.75-       |

\*\*\* See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 \*\*\*

**PO Changes (continued)**

|                         | <u>New PO Amount</u> | <u>Fund/<br/>Object</u> | <u>Description</u>                           | <u>Change Amount</u>   |
|-------------------------|----------------------|-------------------------|--|------------------------|
| P24-02438               | 29,408.20            | 01-6510                 | General Fund/Equipment Replacement Over \$5, | 1,459.45               |
| P24-02667               | 3,314.70             | 01-4310                 | General Fund/Instructional Materials/Suppli  | 21.75-                 |
| P24-02781               | 884.56               | 01-4320                 | General Fund/Non-Instructional Materials/Su  | 106.93-                |
| <b>Total PO Changes</b> |                      |                         |  | <b><u>4,129.76</u></b> |

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# 13.1e

**Meeting Date:** May 16, 2024

**Subject:** **Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 1-31, 2024**

- 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 March 1-31, 2024, 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 – March 1-31, 2024.

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Superintendent

Warrants, Checks and Electronic Funds Transfers

March 2024

| <u>Account</u>                                   | <u>Document Numbers</u>                            | <u>Fund</u>                  | <u>Amount</u>           |
|--|--|------------------------------|-------------------------|
| County Accounts<br>Payable Warrants              | 97424798 - 97425581                                | <b>784 items</b>             | <b>\$ 26,862,267.25</b> |
|  |  | General (01)                 | \$ 18,705,634.06        |
|  |  | Charter (09)                 | \$ 85,895.32            |
|  |  | Adult Education (11)         | \$ 68,384.82            |
|  |  | Child Development (12)       | \$ 63,332.13            |
|  |  | Cafeteria (13)               | \$ 973,004.75           |
|  |  | Building (21)                | \$ 6,063,653.43         |
|  |  | Developer Fees (25)          | \$ 50,878.39            |
|  |  | Mello Roos Capital Proj (49) | \$ 7,495.07             |
|  |  | Cafeteria Enterprise (61)    | \$ 122.71               |
|  |  | Self Insurance (67)          | \$ 22,852.38            |
|  |  | Self Ins Dental/Vision (68)  | \$ 795,477.76           |
|  |  | Payroll Revolving (76)       | \$ 25,536.43            |
| Alternate Cash<br>Revolving Checks               | 00002532 - 00002555                                | <b>24 items</b>              | <b>\$ 48,939.20</b>     |
|  |  | General (01)                 | \$ 351.25               |
|  |  | Payroll Revolving (76)       | \$ 48,587.95            |
| Payroll and Payroll<br>Vendor Warrants           | 97902068 - 97903524                                | <b>1457 items</b>            | <b>\$ 6,934,763.13</b>  |
|  |  | General (01)                 | \$ 2,193,843.51         |
|  |  | Charter (09)                 | \$ 78,125.55            |
|  |  | Adult Education (11)         | \$ 34,403.11            |
|  |  | Child Development (12)       | \$ 56,914.58            |
|  |  | Cafeteria (13)               | \$ 146,910.74           |
|  |  | Building (21)                | \$ 4,924.82             |
|  |  | Payroll Revolving (76)       | \$ 4,419,640.82         |
| Payroll ACHs and<br>Payroll Vendor EFTs          | ACH 01580596 - 01587935<br>EFT 00000015 - 00000016 | <b>7341 items</b>            | <b>\$ 25,989,491.99</b> |
|  |  | General (01)                 | \$ 23,498,976.07        |
|  |  | Charter (09)                 | \$ 673,409.77           |
|  |  | Adult Education (11)         | \$ 264,370.74           |
|  |  | Child Development (12)       | \$ 445,465.38           |
|  |  | Cafeteria (13)               | \$ 901,056.90           |
|  |  | Building (21)                | \$ 88,740.90            |
|  |  | Self Insurance (67)          | \$ 47,946.94            |
|  |  | Self Ins Dental/Vision (68)  | \$ 6,236.90             |
|  |  | Payroll Revolving (76)       | \$ 63,288.39            |
| County Wire Transfers<br>for Benefit, Debt & Tax | 9700350102 - 9700350122                            | <b>21 items</b>              | <b>\$ 23,580,274.85</b> |
|  |  | General (01)                 | \$ 64,256.62            |
|  |  | Payroll Revolving (76)       | \$ 23,516,018.23        |
| <b>Total</b>                                     | <b>9627 items</b>                                  | <b>\$</b>                    | <b>83,415,736.42</b>    |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

**Meeting Date:** May 16, 2024

**Subject:** Approve California Middle field trip to Ashland, OR from June 7-9, 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 California Middle field trip to Ashland, OR from June 7-9, 2024

**Background/Rationale:** On June 7, 22 students and four teachers will travel via charter bus to Ashland, OR to the Shakespeare Festival. Students will enhance their knowledge about theater production and acting methods.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by student fundraising.

**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, 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 CALIFORNIA MIDDLE SCHOOL Date 11 / 29 / 2023  
 Teacher's Name REBECCA LONG Room # 32 Telephone # 916-395-5302 Fax # 916-264-4477  
 Field Trip Destination ASHLAND OR, SHAKESPEARE FESTIVAL

- 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) i-5 North, 297 miles to Ashland Oregon - See attached route/map

Educational nature of field trip/excursion Theatre, workshops

Depart Date 6 / 7 / 24 Time 9:30 am/pm Return Date 6 / 9 / 24 Time 3:30 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: 22 Funding Source ASB Financial Assistance Available?  Yes  No

Adult Chaperones: (All clearances must be met prior to Field Trip Approval)

|                          | DRIVER                       |  |                                 |   |  |  |  |
|--------------------------|------------------------------|--|---------------------------------|---|--|--|--|
| 1) <u>NANCY KNOWDELL</u> | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no | <input type="checkbox"/> Driver | <input checked="" type="checkbox"/> Fingerprint | <input checked="" type="checkbox"/> Mandated Reporter Training | <input checked="" type="checkbox"/> TB |  |
| 2) <u>LISA MURAWSKI</u>  | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no | <input type="checkbox"/> Driver | <input checked="" type="checkbox"/> Fingerprint | <input checked="" type="checkbox"/> Mandated Reporter Training | <input checked="" type="checkbox"/> TB |  |
| 3) _____                 | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no | <input type="checkbox"/> Driver | <input checked="" type="checkbox"/> Fingerprint | <input checked="" type="checkbox"/> Mandated Reporter Training | <input checked="" type="checkbox"/> TB |  |
| 4) <u>DOUG KNOWDELL</u>  | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no | <input type="checkbox"/> Driver | <input checked="" type="checkbox"/> Fingerprint | <input checked="" type="checkbox"/> Mandated Reporter Training | <input checked="" 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>REBECCA LONG</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 11/29/2023

Segment IAS/Department Head Approval [Signature] Date 4/17/24

Risk Management Approval (if applicable) [Signature] Date 4/17/24

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 CALIFORNIA MIDDLE SCHOOL Date      /      /     

Teacher's Name REBECCA LONG Room # 32 Telephone # 916-395-5302

Field Trip Destination ASHLAND, OREGON - SHAKESPEARE FESTIVAL

Reason for travel Theatre group going to see theatre productions and engage  
in theatre workshops.

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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   
 Teacher

**Approvals:**

|  |                   |
|--|-------------------|
| <u></u> | <u>12, 01, 23</u> |
| Principal  | Date              |
| <u></u> | <u>4, 17, 24</u>  |
| Risk Management Dept.  | Date              |
| <u></u> | <u>4, 17, 24</u>  |
| Segment Administrator  | Date              |
| <u></u> | <u>4, 22, 24</u>  |
| Superintendent   | Date              |

     /      /       
 Board Approval Date



## TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

**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.

|   |   |             |
|---|---|-------------|
| <b>Request to Attend:</b><br><input checked="" type="checkbox"/> Conference/Workshop<br><input type="checkbox"/> Business Meeting | <b>Purpose for Attending:</b><br><input type="checkbox"/> Professional Development<br><input type="checkbox"/> Continued Education Credits Earned | REQ # _____ |
|---|---|-------------|

School/Department: CALIFORNIA MIDDLE SCHOOL Date: 11/29/23

Date(s) of Event: JUNE 7-9, 2024 Location: ASHLAND OREGON SHAKESPEARE FESTIVAL

Event Title (attach brochure): THEATRE FIELD TRIP TO ASHLAND OREGON

Purpose: THEATRE STUDENTS WILL ATTEND THEATRE PRODUCTIONS AND ATTEND THEATRE WORKSHOPS  
\*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? Field trip for theatre students.

How will this activity/event be used and shared? Enhance knowledge of theatre production and acting methods.

| Name of Attendee(s)<br><small>(attach sheet for additional attendees)</small> | Position | Substitute<br>(Y/N)** | No. of Days<br>Required | Budget Code<br><small>(for substitute)</small> |
|---|----------|-----------------------|-------------------------|--|
| Rebecca Long  | Teacher  | Y                     | 1                       |  |
|   |          |                       |                         |  |
|   |          | No                    |                         |  |
|   |          | No                    |                         |  |

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

**Approvals:**

*Giino Debrasa* 12/1/23  
 Principal/Department Head Signature & Print Name Date

*Wagner* 4/18/24  
 Cabinet Level or Designee Signature Date

*[Signature]* 04/27/24  
 Chief Business Office Signature Date

*[Signature]* 4/22/24  
 Superintendent or Designee Signature Date

District cost for all attendees (estimate)

Registration Fee \*\*\*           

Meals included?  B  L  D

Lodging           

Transportation           

Meals           

Other           

**TOTAL**           

Categorical Budget Code(s): No expense to district \$           

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 ****  | _____         |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

**Meeting Date:** May 16, 2024

**Subject:** *Approve Facility Use Agreements for Charter Schools: California Montessori Project, Sol Aureus College Preparatory, St. Hope Public School 7, St. Hope Sacramento Charter High School, & Yav Pem Suab Academy*

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

**Division:** Deputy Superintendent's Office

**Recommendation:** Staff recommends that the board approve the Charter Facility Use Agreements (FUAs) for the following charter schools:

1. California Montessori Project, Capitol Campus (Jefferson, 2635 Chestnut Hill Drive)
2. Sol Aureus College Preparatory Academy (Bear Flag, 6620 Gloria Drive)
3. St. Hope Public Schools' Public School #7 (PS7) (5201 Strawberry Lane)
4. St. Hope Public Schools' Sacramento Charter High School (2315 34th Street)
5. Yav Pem Suab Academy (Lisbon, 7555 South Land Park Drive)

**Background/Rationale:** Proposition 39, passed by California voters in 2000, obligates school districts to provide reasonably equivalent facilities to charter schools that project or enroll at least an Average Daily Attendance of 80 students from the District. The facilities offered must be contiguous, furnished and equipped, and "reasonably equivalent" to District operated schools from where the charter school students would have otherwise attended.

For the last several years, the agreements for these school sites have been extended year to year but have not been thoroughly updated to reflect both legal requirements and best practice. Over the 2023-24 school year, district staff engaged in an iterative negotiation process with our charter partners to reach agreements that serve both the district and charter school needs.

**Financial Considerations:** These facility use agreements are updated to reflect the legally allowable charges for charter occupancy of district facilities. The facility use fees are based on actual district expenditures and encourage charter partners to also invest in the facility.

**LCAP Goal(s):** Goal 8: Basic Services and Districtwide Operations/Supports

**Documents Attached:**

1. Facility Use Agreement for California Montessori Project, Capitol Campus
2. Facility Use Agreement for Sol Aureus College Preparatory
3. Facility Use Agreement for St. Hope Public School 7, Strawberry Lane Site
4. Facility Use Agreement for St. Hope Public School 7 and Sacramento Charter High School, 34<sup>th</sup> Street Site
5. Facility Use Agreement for Yav Pem Suab Academy

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

**Submitted by:** Mary Hardin Young, Deputy Superintendent  
Amanda Goldman, Director, Innovative Schools  
Nathaniel Browning, Director, Capitol Projects,  
Facilities, and Resource Management

**Approved by:** Lisa Allen, Superintendent



**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39**  
**Sacramento City Unified School District / California Montessori Project, Capitol Campus**

**THIS FACILITIES USE AGREEMENT** (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and California Montessori Project, Capitol Campus, the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

**WHEREAS**, the District is the owner of certain real property located at 2635 Chestnut Hill Drive, Sacramento, 95826, which is more commonly known as the Jefferson Campus (the “Site”).

**WHEREAS**, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

**WHEREAS**, the Charter School serves students enrolled in TK-8 and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

**WHEREAS**, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2026-2027 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

**WHEREAS**, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2027 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
  - a. **Early Termination.**
    - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
  - b. **Option to Extend the Term.**
    - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
  - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
  - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.
  - ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. **Exhibit 1** shows that the district reserves the use of classroom 2 and shared use of the preschool playground.
  - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
  - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1<sup>st</sup> of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. **FACILITIES USE FEE.**

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
  - i. **No Increase in Insurance.** The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or



which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in

writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

## 8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

## 9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
  
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter



School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter

School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School’s alteration, addition, or improvement to the Site, the District shall act as the “lead agency” for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School’s sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School’s use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District’s approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

## 11. ENTRY BY THE DISTRICT.

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

### 13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
  2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
  3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
  6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
  - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
  - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
  - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
  - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
  - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.



- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
  - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
  - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
  - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
  - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
  - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
  - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
  - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
  - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of California Montessori Project and California Montessori Project, Capitol Campus.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate California Montessori Project, Capitol Campus to a particular course of action or prohibit/restrict California Montessori Project, Capitol Campus from a particular course of action, California Montessori Project shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

| <b>DISTRICT:</b>  | <b>CHARTER SCHOOL:</b>  |
|---|---|
| Sacramento City Unified School District<br>5735 47 <sup>th</sup> Avenue,<br>Sacramento, CA 95824<br>Attention: Superintendent’s Office<br>Email: Superintendent@scusd.edu | California Montessori Project<br>2635 Chestnut Hill Drive<br>Sacramento, CA 95826<br>Attention: Brett Barley, Superintendent<br>Email: bbarley@cacamp.org |

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

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

**DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Date of District Board of Trustees' Approval:** \_\_\_\_\_

**Date of Charter School Board of Directors' Approval:** \_\_\_\_\_

**EXHIBIT 1**

**Allocation of Space**

**See Attached Map and Room Use Inventory**

**EXHIBIT 2**

**See Attached PDF of Sample Billing Calculation for 2024-25**

**EXHIBIT 3**

**Attached April 12, 2024 update of Charter Facility Handbook**

**EXHIBIT 4**

**Furnishings and Equipment Inventory (Not Applicable)**





School Name: Thomas Jefferson Elementary School  
 School Code: 375  
 Site Area: 9.95 Acres  
 Year Built: 1963  
 A.P.N. 079-0092-023  
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |         | 38,812.72 |
|--|------|---------|-----------|
| Sq Footage Rate                          |      |         |           |
| 1,815                                    | 0.00 | 0       |           |
| 37,036                                   | 1.00 | 37036   |           |
| 5,384                                    | 0.33 | 1776.72 |           |
| 0  | 0    | 0       |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use       | Classroom Use                       | Area  | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|----------------|-------------------------------------|-------|-----------------------|-------|
| T004           |               |               | Toilet (Women) | <input type="checkbox"/>            | 68    |                       |       |
| T005           |               |               | Toilet         | <input type="checkbox"/>            | 22    |                       |       |
| Y001           |               | 1             | Classroom      | <input checked="" type="checkbox"/> | 1,051 |                       |       |
| Y002           |               | 2             | Classroom      | <input checked="" type="checkbox"/> | 1,051 |                       |       |
|                |               |               | Work Room      | <input type="checkbox"/>            | 99    |                       |       |
|                |               |               | Work Room      | <input type="checkbox"/>            | 99    |                       |       |
|                |               |               | Unspecified    | <input type="checkbox"/>            | 504   |                       |       |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          |              | 68          |                     |            |
|          |              | 22          |                     |            |
|          |              | 1051        |                     |            |
|          | 1051         |             |                     |            |
|          | 99           |             |                     |            |
|          | 99           |             |                     |            |
|          | 504          |             |                     |            |

BUILDING AREA TOTAL 5,452  
 COVERED WALKWAYS 4,424  
 CLASSROOMS 2

| Bldg. 003 |  |   |                |                                     | 1963  | 23233 |
|-----------|--|---|----------------|-------------------------------------|-------|-------|
| B002      |  |   | Boiler Room    | <input type="checkbox"/>            | 115   |       |
| O003      |  | 3 | Classroom      | <input checked="" type="checkbox"/> | 1,051 |       |
| O004      |  | 4 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O005      |  | 5 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O006      |  | 6 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O007      |  | 7 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| S001      |  |   | Storage        | <input type="checkbox"/>            | 236   |       |
| T001      |  |   | Toilet (Girls) | <input type="checkbox"/>            | 209   |       |
| T002      |  |   | Toilet (Boys)  | <input type="checkbox"/>            | 208   |       |
| T003      |  |   | Toilet         | <input type="checkbox"/>            | 39    |       |
| ZC01      |  |   | ?              | <input type="checkbox"/>            | 59    |       |
|           |  |   | Work Room      | <input type="checkbox"/>            | 140   |       |
|           |  |   | Toilet         | <input type="checkbox"/>            | 39    |       |
|           |  |   | Unspecified    | <input type="checkbox"/>            | 317   |       |

|  |  |      |      |  |
|--|--|------|------|--|
|  |  |      | 4424 |  |
|  |  | 115  |      |  |
|  |  | 1051 |      |  |
|  |  | 935  |      |  |
|  |  | 935  |      |  |
|  |  | 935  |      |  |
|  |  | 935  |      |  |
|  |  | 236  |      |  |
|  |  | 209  |      |  |
|  |  | 208  |      |  |
|  |  | 39   |      |  |
|  |  | 59   |      |  |
|  |  | 140  |      |  |
|  |  | 39   |      |  |
|  |  | 317  |      |  |

BUILDING AREA TOTAL 6,153  
 COVERED WALKWAYS 4,326  
 CLASSROOMS 7

| Bldg. 004 |  |    |                |                                     | 1963  | 23233 |
|-----------|--|----|----------------|-------------------------------------|-------|-------|
| B003      |  |    | Boiler Room    | <input type="checkbox"/>            | 115   |       |
| O008      |  | 8  | Library        | <input type="checkbox"/>            | 1,291 |       |
| O009      |  | 9  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O010      |  | 10 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O011      |  | 11 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O012      |  | 12 | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| S005      |  |    | Storage        | <input type="checkbox"/>            | 132   |       |
| T005      |  |    | Toilet (Women) | <input type="checkbox"/>            | 99    |       |
| T009      |  |    | Toilet (Boys)  | <input type="checkbox"/>            | 208   |       |
| T010      |  |    | Toilet (Girls) | <input type="checkbox"/>            | 209   |       |

|  |  |      |  |  |
|--|--|------|--|--|
|  |  | 115  |  |  |
|  |  | 1291 |  |  |
|  |  | 935  |  |  |
|  |  | 935  |  |  |
|  |  | 935  |  |  |
|  |  | 935  |  |  |
|  |  | 132  |  |  |
|  |  | 99   |  |  |
|  |  | 208  |  |  |
|  |  | 209  |  |  |

School Name: Thomas Jefferson Elementary School  
 School Code: 375  
 Site Area: 9.95 Acres  
 Year Built: 1963  
 A.P.N. 079-0092-023  
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |         | 38,812.72 |
|--|------|---------|-----------|
| Sq Footage Rate                          |      |         |           |
| 1,815                                    | 0.00 | 0       |           |
| 37,036                                   | 1.00 | 37036   |           |
| 5,384                                    | 0.33 | 1776.72 |           |
| 0  | 0    | 0       |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code      | Bldg/Room No. | Classroom No. | Room Use    | Classroom Use            | Area  | Year Built/Modernized | DSA # | Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|---------------------|---------------|---------------|-------------|--------------------------|-------|-----------------------|-------|----------|--------------|-------------|---------------------|------------|
| ZC02                |               |               |             | <input type="checkbox"/> | 59    |                       |       |          |              | 59          |                     |            |
|                     |               |               | Unspecified | <input type="checkbox"/> | 300   |                       |       |          |              | 300         |                     |            |
| BUILDING AREA TOTAL |               |               |             |                          | 6,153 |                       |       |          |              |             |                     |            |
| COVERED WALKWAYS    |               |               |             |                          | 5,336 |                       |       |          |              | 5336        |                     |            |
| CLASSROOMS          |               |               |             |                          | 4     |                       |       |          |              |             |                     |            |

**PORTABLE BUILDINGS**

| P01                 |  |    |           |                                     |     | 1953 | 9952 |  |  |     |  |  |
|---------------------|--|----|-----------|-------------------------------------|-----|------|------|--|--|-----|--|--|
| O014                |  | 14 | Classroom | <input checked="" type="checkbox"/> | 983 |      |      |  |  | 983 |  |  |
| BUILDING AREA TOTAL |  |    |           |                                     | 983 |      |      |  |  |     |  |  |
| COVERED WALKWAYS    |  |    |           |                                     | 0   |      |      |  |  |     |  |  |
| CLASSROOMS          |  |    |           |                                     | 1   |      |      |  |  |     |  |  |

| P02                 |  |    |           |                                     |     | 1991 | 55702 |  |  |     |  |  |
|---------------------|--|----|-----------|-------------------------------------|-----|------|-------|--|--|-----|--|--|
| O015                |  | 15 | Classroom | <input checked="" type="checkbox"/> | 960 |      |       |  |  | 960 |  |  |
| BUILDING AREA TOTAL |  |    |           |                                     | 960 |      |       |  |  |     |  |  |
| COVERED WALKWAYS    |  |    |           |                                     | 0   |      |       |  |  |     |  |  |
| CLASSROOMS          |  |    |           |                                     | 1   |      |       |  |  |     |  |  |

| P03                 |  |    |           |                                     |       | 1967 | 28948 |  |  |     |  |  |
|---------------------|--|----|-----------|-------------------------------------|-------|------|-------|--|--|-----|--|--|
| O019                |  | 19 | Classroom | <input checked="" type="checkbox"/> | 900   |      |       |  |  | 900 |  |  |
| O020                |  | 20 | Classroom | <input checked="" type="checkbox"/> | 900   |      |       |  |  | 900 |  |  |
| BUILDING AREA TOTAL |  |    |           |                                     | 1,800 |      |       |  |  |     |  |  |
| COVERED WALKWAYS    |  |    |           |                                     | 0     |      |       |  |  |     |  |  |
| CLASSROOMS          |  |    |           |                                     | 2     |      |       |  |  |     |  |  |

| P07                 |  |  |           |                                     |     |      |           |  |  |  |     |  |
|---------------------|--|--|-----------|-------------------------------------|-----|------|-----------|--|--|--|-----|--|
|                     |  |  | Classroom | <input checked="" type="checkbox"/> | 960 | 2023 | 02-121694 |  |  |  | 960 |  |
| BUILDING AREA TOTAL |  |  |           |                                     | 960 |      |           |  |  |  |     |  |
| COVERED WALKWAYS    |  |  |           |                                     | 0   |      |           |  |  |  |     |  |
| CLASSROOMS          |  |  |           |                                     | 1   |      |           |  |  |  |     |  |

| P04                 |  |       |           |                                     |       | 1988 | ? |  |  |       |  |  |
|---------------------|--|-------|-----------|-------------------------------------|-------|------|---|--|--|-------|--|--|
|                     |  | 4th R | Classroom | <input checked="" type="checkbox"/> | 1,920 |      |   |  |  | 1,920 |  |  |
| BUILDING AREA TOTAL |  |       |           |                                     | 1,920 |      |   |  |  |       |  |  |

School Name: Thomas Jefferson Elementary School  
 School Code: 375  
 Site Area: 9.95 Acres  
 Year Built: 1963  
 A.P.N. 079-0092-023  
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

**UTILITY %: 95.9%**

| <b>TOTAL SQUARE FOOTAGE for FEE CALCULATION</b> |      |         | <b>38,812.72</b> |
|---|------|---------|------------------|
| Sq Footage Rate                                 |      |         |                  |
| 1,815   | 0.00 | 0       |                  |
| 37,036  | 1.00 | 37036   |                  |
| 5,384   | 0.33 | 1776.72 |                  |
| 0   | 0    | 0       |                  |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code   | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA # | Comments | District Use | Charter Use   | Capital Improvement | Shared Use |
|------------------|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|--------------|---------------|---------------------|------------|
| COVERED WALKWAYS |               |               |          |               | 0    |                       |       |          |              |               |                     |            |
| CLASSROOMS       |               |               |          |               | 1    |                       |       |          |              |               |                     |            |
| <b>TOTAL</b>     |               |               |          |               |      |                       |       |          | <b>1,815</b> | <b>37,036</b> | <b>5,384</b>        | <b>0</b>   |

| <b>Summary</b>   |               |
|--|---------------|
| Portable Building Area   | 6,623         |
| Portable Covered Corridors and Walkways  | 0             |
| Portable Classrooms  | 6             |
| Permanent Building Areas   | 22,844        |
| Covered Walkways   | 14,768        |
| Permanent Classrooms   | 11            |
| Total Site Area  | 29,467        |
| Total Covered Walkways   | 14,768        |
| Grand Total  | 44,235        |
| Total Charter Space at Full Facility Use Fee   | 37,036        |
| Total Charter Space at Reduced Facility Use Fee                                      | 5,384         |
| Reduced Cost Charter Space based on Capital Improvements (XX% Discount)              |               |
| Total Exclusive Charter Space  | 42,420        |
| Total Exclusive District Space   | 1,815         |
| Total Shared Space   | 0             |
| Ratio of Charter to District Space (Total Charter / Total Site Area)                 | 4.10%         |
| Share Space Allocated to Charter (Ratio * Total Shared)                              | 0             |
| <b>Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared)</b> | <b>42,420</b> |
| <b>Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)</b>      | <b>95.90%</b> |



Thomas Jefferson Elementary School  
 2635 Chesnut Street  
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**EXISTING SITE DIAGRAM**  
 DECEMBER 2003

EXHIBIT 2

| <b>"Pro-Rata" Facility Fee Calculation for Charter School Facilities</b> |  |   |              |  |                |
|--|--|---|--------------|--|----------------|
| California Montessori Project; School Year: 2024-2025                    |  |   |              |  |                |
| <b>Footage Fee Calculation (from FUA):</b>                               | <b>38,812.72</b>   | <b>% Utilities</b>                                | <b>95.9%</b> |  |                |
| <b>Unrestricted 0000-2999 resources</b>                                  |  | Projected Rate<br>(Based on 24-25 Revised Budget) |              | Actual Rate (Based on 23-24 Actual Expenditures) |                |
| Obj 5740/5741 and 80% of 5690  | Maintenace Services  | \$672,675.39                                      |              | TBD  |                |
| Object Code TBD  | Projects Eligible for Funding but Not Funded (Defd. Maint)                 | \$0.00  |              | TBD  |                |
| Obj 6100-6299  | Unrestricted Facilities Acquisition and Construction                       | \$11,958.13                                       |              | TBD  |                |
| Obj 5620   | Unrestricted Facilities Rents or Leases                                    | \$146,200.00                                      |              | TBD  |                |
| Obj 7615, 8540, 8915   | Unrestricted Transfer to Deferred Maintenance                              | \$0.00  |              | TBD  |                |
| Obj 7438/7439 - Loc 0852   | Unrestricted Debt Service Costs  | \$5,466,294.00                                    |              | TBD  |                |
| Res 8150, Obj 8980 Contribution  | Unrestricted Transfer to Routine Repair and Maintenance                    | \$18,493,200.00                                   |              | TBD  |                |
| <b>Total Expenditures</b>  | <b>Total Expenditures</b>  | <b>\$24,790,327.52</b>                            |              | <b>TBD</b>                                       |                |
| All Sites/Adult/Admin/Charter Schools                                    | Square Footage (Last Updated 11/21)  | 6,514,042   |              | 6,514,042  |                |
|  | <b>Pro-Rata Share Amount</b>   | <b>\$3.81</b>                                     |              | <b>TBD</b>                                       |                |
|  |  | Used in Q1 and Q2 Bills                           |              | Used in Q3 and Q4 Bills                          |                |
| <b>Billing Schedule</b>  |  |   |              |  |                |
|  | <b>Invoice Includes:</b>   | <b>Subtotals</b>                                  | <b>Total</b> | <b>Anticipated By</b>                            | <b>Due By</b>  |
| Quarter 1 Invoice  | Based on Projected Rate for July, August, September                        | \$36,969.12                                       | TBD          | August 1st                                       | September 30th |
|  | Includes Utilities Charges for prior quarter (April, May, June)            | TBD   |              |  |                |
|  | Includes Any Other Charges for prior Quarter (April, May June)             | TBD   |              |  |                |
| Quarter 2 Invoice  | Based on Projected Rate for October, November, December                    | \$36,969.12                                       | TBD          | November 1st                                     | December 31st  |
|  | Includes Utilities Charges for prior quarter (July, August, September)     | TBD   |              |  |                |
|  | Includes Any Other Charges for prior Quarter (July, August, September)     | TBD   |              |  |                |
| Quarter 3 Invoice  | Based on Actual Rate for January, February, March + any needed adjustments | TBD   | TBD          | February 1st                                     | March 31st     |
|  | Includes Utilities Charges for prior quarter (October, November, December) | TBD   |              |  |                |
|  | Includes Any Other Charges for prior Quarter (October, November, December) | TBD   |              |  |                |
| Quarter 4 Invoice  | Based on Actual Rate for April, May, June + any needed adjustments         | TBD   | TBD          | May 1st  | June 30th      |
|  | Includes Utilities Charges for prior quarter (January, February, March)    | TBD   |              |  |                |
|  | Includes Any Other Charges for prior Quarter (January, February, March)    | TBD   |              |  |                |
|  |  | <b>Annual Total</b>                               | <b>TBD</b>   |  |                |

# Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within  
Sacramento City Unified School District Facilities

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# Introduction

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This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

## District Access to Facilities

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### Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

### Access the Charter Facilities by District Staff

#### Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

### Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

### Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

### Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

## Maintenance

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### Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

### Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

### Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

### Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

### CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

### Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

### Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

### Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

|   |  |                             |
|---|--|-----------------------------|
| Installing an additional hydration station    | Adding a new pickle ball court on the playground | Installing a new garden bed |
| Installing garden irrigation                  | Painting a mural on the site                     | Planting trees and shrubs   |
| Installing benches on the playground or field | Added fencing around the school site             | Added security cameras      |

### Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

### Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

### Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

### HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

### Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

## Operations (Custodial)

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### Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

### Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

### External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

### Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

### Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

# Security

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## District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

## Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

# Utilities

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## Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

## Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

## Civic Center Act and Facility Use

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### Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

### Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

### Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

## Capital Improvements

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### Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

### District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

### District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

### Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

### Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.



### Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

### Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

## Summary of Charges

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Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

| <b>Type of Charge</b>      | <b>Calculation Method</b>   | <b>Billing Timeline</b>   |
|----------------------------|---|---|
| “Pro-Rata” Facility Fee    | <ul style="list-style-type: none"><li>• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.</li><li>• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement</li></ul> | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Utilities                  | Actual Costs  | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Costs for Special Projects | Actual Costs  | <ul style="list-style-type: none"><li>• Billed as charges occur / added to above invoices</li></ul>                     |

**Review of the Charter School Facilities Use Handbook**

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.  
Most Recent Update: April 12, 2024





**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39**  
**Sacramento City Unified School District / Sol Aureus College Preparatory**

**THIS FACILITIES USE AGREEMENT** (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Sol Aureus College Preparatory a California nonprofit corporation operating the Sol Aureus College Preparatory, collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

**WHEREAS**, the District is the owner of certain real property located at 6620 Gloria Drive, Sacramento, 95831 which is more commonly known as the Bear Flag Campus (the “Site”).

**WHEREAS**, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

**WHEREAS**, the Charter School serves students enrolled in Kindergarten through 8<sup>th</sup> grade and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

**WHEREAS**, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2025-2026 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

**WHEREAS**, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2026 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
  - a. **Early Termination.**
    - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
  - b. **Option to Extend the Term.**
    - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
  - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
  - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
    - i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.

- ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. Exhibit 1 shows the District’s exclusive use of room 2 for a preschool site.
  - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District’s activities on the Site shall not unreasonably interfere with the operations of the Charter School.
  - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School’s in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1<sup>st</sup> of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District’s allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

### 3. **FACILITIES USE FEE.**

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee (“Facilities Use Fee”) in

exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment

due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
  - i. **No Increase in Insurance.** The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the

Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.



- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to

schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

## 8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

## 9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
  
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter



School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School’s alteration, addition, or improvement to the Site, the District shall act as the “lead agency” for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School’s sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School’s use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District’s approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

## 11. ENTRY BY THE DISTRICT.

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
  2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
  3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
  6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
  - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
  - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
  - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
  - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
  - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
  - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
  - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
  - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter



School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
  - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
  - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
  - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
  - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
  - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of Sol Aureus College Preparatory Nonprofit and Sol Aureus College Preparatory Charter School.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sol Aureus College Preparatory to a particular course of action or prohibit/restrict Sol Aureus College Preparatory from a particular course of action, Sol Aureus shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

|   |   |
|---|---|
| <p><b>DISTRICT:</b><br/>         Sacramento City Unified School District<br/>         5735 47<sup>th</sup> Avenue,<br/>         Sacramento, CA 95824<br/>         Attention: Superintendent’s Office<br/>         Email: Superintendent@scusd.edu</p> | <p><b>CHARTER SCHOOL:</b><br/>         Sol Aureus College Preparatory<br/>         6620 Gloria Drive<br/>         Sacramento, CA, 95831<br/>         Attention: Norman Hernandez<br/>         Email: nhernandez@sacprep.org</p> |
|---|---|

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

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

**DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Principal / Superintendent**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Date of District Board of Trustees' Approval:** \_\_\_\_\_

**Date of Charter School Board of Directors' Approval:** \_\_\_\_\_

**EXHIBIT 1**

**Allocation of Space**

**See Attached Map and Room Use Inventory**

**EXHIBIT 2**

**See Attached PDF of Sample Billing Calculation for 2024-24**

**EXHIBIT 3**

**See Attached Charter School Facilities Use Handbook**

**EXHIBIT 4**

**Furnishings and Equipment Inventory (not applicable)**

# Exhibit 1A

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

1. Missing area of CI 2. Missing Date and DSA of CI

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

| Sq Footag Rate |      |        |
|----------------|------|--------|
| 1,051          | 0.00 | 0      |
| 40,235         | 1.00 | 40235  |
| 5,120          | 0.33 | 1689.6 |
| 0              | 0    | 0      |

| Bldg/Room Code             | Bldg/Room No. | Classroom No. | Room Use       | Classroom Use            | Area  | Year Built/Modernized | DSA # |
|----------------------------|---------------|---------------|----------------|--------------------------|-------|-----------------------|-------|
| <b>PERMANENT BUILDINGS</b> |               |               |                |                          |       |                       |       |
| <b>Bldg_001</b>            |               |               |                |                          |       | 1965                  | 24257 |
| B004                       |               |               | Mechanical     | <input type="checkbox"/> | 151   |                       |       |
| J001                       |               |               | Janitor        | <input type="checkbox"/> | 18    |                       |       |
| K001                       |               |               | Kitchen        | <input type="checkbox"/> | 627   |                       |       |
| S001                       |               |               | Locker Area    | <input type="checkbox"/> | 22    |                       |       |
| S002                       |               |               | Pantry         | <input type="checkbox"/> | 97    |                       |       |
| S003                       |               |               | Storage        | <input type="checkbox"/> | 158   |                       |       |
| T001                       |               |               | Toilet         | <input type="checkbox"/> | 30    |                       |       |
| T002                       |               |               | Toilet (Women) | <input type="checkbox"/> | 66    |                       |       |
| T003                       |               |               | Toilet (Men)   | <input type="checkbox"/> | 65    |                       |       |
| U001                       |               |               | Multi-purpose  | <input type="checkbox"/> | 2,447 |                       |       |
| U002                       |               |               | Platform       | <input type="checkbox"/> | 741   |                       |       |
|                            |               |               | Hall           | <input type="checkbox"/> | 44    |                       |       |
|                            |               |               | Ref            | <input type="checkbox"/> | 84    |                       |       |
|                            |               |               | Storage        | <input type="checkbox"/> | 142   |                       |       |
|                            |               |               | Unspecified    | <input type="checkbox"/> | 668   |                       |       |

BUILDING AREA TOTAL  
COVERED WALKWAYS  
CLASSROOMS

5,360  
4,506  
0

Comments **District Only** **Charter Use** **Capital Improvement** **Shared Use**

|       |
|-------|
| 151   |
| 18    |
| 627   |
| 22    |
| 97    |
| 158   |
| 30    |
| 66    |
| 65    |
| 2,447 |
| 741   |
| 44    |
| 84    |
| 142   |
| 668   |
| 4,506 |

| Bldg_002 |  |   |                |                                     |       | 1965 | 24257 |
|----------|--|---|----------------|-------------------------------------|-------|------|-------|
| B001     |  |   | Mechanical     | <input type="checkbox"/>            | 156   |      |       |
| C001     |  |   | Workroom       | <input type="checkbox"/>            | 240   |      |       |
| C002     |  |   | Nurse          | <input type="checkbox"/>            | 220   |      |       |
| C003     |  |   | Reception      | <input type="checkbox"/>            | 160   |      |       |
| C004     |  |   | Principal      | <input type="checkbox"/>            | 139   |      |       |
| H001     |  |   | Hall           | <input type="checkbox"/>            | 746   |      |       |
| I001     |  |   | Lounge         | <input type="checkbox"/>            | 344   |      |       |
| J001     |  |   | Janitor        | <input type="checkbox"/>            | 54    |      |       |
| J002     |  |   | Store          | <input type="checkbox"/>            | 56    |      |       |
| K001     |  |   | Kitchen        | <input type="checkbox"/>            | 67    |      |       |
| S001     |  |   | Storage        | <input type="checkbox"/>            | 56    |      |       |
| S003     |  |   | Storage        | <input type="checkbox"/>            | 93    |      |       |
| S004     |  |   | Storage        | <input type="checkbox"/>            | 23    |      |       |
| S005     |  |   | Storage        | <input type="checkbox"/>            | 42    |      |       |
| T001     |  |   | Toilet         | <input type="checkbox"/>            | 62    |      |       |
| T002     |  |   | Toilet         | <input type="checkbox"/>            | 62    |      |       |
| T003     |  |   | Toilet (Men)   | <input type="checkbox"/>            | 38    |      |       |
| T004     |  |   | Toilet (Women) | <input type="checkbox"/>            | 68    |      |       |
| T005     |  |   | Toilet         | <input type="checkbox"/>            | 22    |      |       |
| Y001     |  | 1 | Classroom      | <input checked="" type="checkbox"/> | 1,051 |      |       |
| Y002     |  | 2 | Classroom      | <input checked="" type="checkbox"/> | 1,051 |      |       |

1,051

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

| Sq Footag Rate |      |        |
|----------------|------|--------|
| 1,051          | 0.00 | 0      |
| 40,235         | 1.00 | 40235  |
| 5,120          | 0.33 | 1689.6 |
| 0              | 0    | 0      |

1. Missing area of CI 2. Missing Date and DSA of CI

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use    | Classroom Use            | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|-------------|--------------------------|------|-----------------------|-------|
|                |               |               | Work Room   | <input type="checkbox"/> | 99   |                       |       |
|                |               |               | Work Room   | <input type="checkbox"/> | 99   |                       |       |
|                |               |               | Unspecified | <input type="checkbox"/> | 98   |                       |       |

BUILDING AREA TOTAL 5,046  
 COVERED WALKWAYS 664  
 CLASSROOMS 2

| Bldg. 003 |   |  |                |                                     | 1965  | 24257 |
|-----------|---|--|----------------|-------------------------------------|-------|-------|
| B002      |   |  | Boiler Room    | <input type="checkbox"/>            | 115   |       |
| O003      | 3 |  | Classroom      | <input checked="" type="checkbox"/> | 1,051 |       |
| O004      | 4 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O005      | 5 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O006      | 6 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O007      | 7 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| S001      |   |  | Storage        | <input type="checkbox"/>            | 236   |       |
| T001      |   |  | Toilet (Girls) | <input type="checkbox"/>            | 209   |       |
| T002      |   |  | Toilet (Boys)  | <input type="checkbox"/>            | 208   |       |
| T003      |   |  | Toilet         | <input type="checkbox"/>            | 39    |       |
| ZC01      |   |  |                | <input type="checkbox"/>            | 59    |       |
|           |   |  | Work Room      | <input type="checkbox"/>            | 140   |       |
|           |   |  | Toilet         | <input type="checkbox"/>            | 39    |       |
|           |   |  | Unspecified    | <input type="checkbox"/>            | 628   |       |

BUILDING AREA TOTAL 6,464  
 COVERED WALKWAYS 4,010  
 CLASSROOMS 5

| Bldg. 004 |    |  |                |                                     | 1965  | 24257 |
|-----------|----|--|----------------|-------------------------------------|-------|-------|
| B003      |    |  | Boiler Room    | <input type="checkbox"/>            | 115   |       |
| O008      | 8  |  | Library        | <input type="checkbox"/>            | 1,291 |       |
| O009      | 9  |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O010      | 10 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O011      | 11 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| O012      | 12 |  | Classroom      | <input checked="" type="checkbox"/> | 935   |       |
| S005      |    |  | Storage        | <input type="checkbox"/>            | 132   |       |
| T005      |    |  | Toilet (Women) | <input type="checkbox"/>            | 99    |       |
| T009      |    |  | Toilet (Boys)  | <input type="checkbox"/>            | 208   |       |
| T010      |    |  | Toilet (Girls) | <input type="checkbox"/>            | 209   |       |
| ZC02      |    |  |                | <input type="checkbox"/>            | 59    |       |
|           |    |  | Unspecified    | <input type="checkbox"/>            | 292   |       |

BUILDING AREA TOTAL 6,145  
 COVERED WALKWAYS 4,448  
 CLASSROOMS 4

Permanent Building Area

23,015

Comments District Only Charter Use Capital Improvement Shared Use

99  
99  
98

664

115

1,051

935

935

935

935

236

209

208

39

59

140

39

628

4,010

115

1,291

935

935

935

935

132

99

208

209

59

292

4,448



School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

1. Missing area of CI 2. Missing Date and DSA of CI

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Sq Footag Rate |      |        |
|----------------|------|--------|
| 1,051          | 0.00 | 0      |
| 40,235         | 1.00 | 40235  |
| 5,120          | 0.33 | 1689.6 |
| 0              | 0    | 0      |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA # | Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|----------------|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|---------------|-------------|---------------------|------------|
|----------------|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|---------------|-------------|---------------------|------------|

Covered Walkways 13,628

Permanent Classrooms 11

PORTABLE BUILDINGS

| P01  |    |           |   |     | 1967 | 28948 |
|------|----|-----------|---|-----|------|-------|
| O014 | 14 | Classroom | ✓ | 900 |      |       |
| O015 | 15 | Classroom | ✓ | 900 |      |       |
| O016 | 16 | Classroom | ✓ | 900 |      |       |

BUILDING AREA TOTAL 2,700  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

|     |
|-----|
| 900 |
| 900 |
| 900 |

| P02  |    |           |   |     | 1952 | 9952 |
|------|----|-----------|---|-----|------|------|
| O013 | 13 | Classroom | ✓ | 983 |      |      |

BUILDING AREA TOTAL 983  
 COVERED WALKWAYS 0  
 CLASSROOMS 1

|     |
|-----|
| 983 |
|-----|

| P03  |    |           |   |     | 1986 | 47820 |
|------|----|-----------|---|-----|------|-------|
| O017 | 17 | Classroom | ✓ | 960 |      |       |

BUILDING AREA TOTAL 960  
 COVERED WALKWAYS 0  
 CLASSROOMS 1

|     |
|-----|
| 960 |
|-----|

| Portables |    |           |   |       |  |  |
|-----------|----|-----------|---|-------|--|--|
| O018      | 18 | Classroom | ✓ | 1,024 |  |  |
| O019      | 19 | Classroom | ✓ | 1,024 |  |  |
| O020      | 20 | Classroom | ✓ | 1,024 |  |  |
| O021      | 21 | Classroom | ✓ | 1,024 |  |  |
| O022      | 22 | Classroom | ✓ | 1,024 |  |  |

BUILDING AREA TOTAL 5,120  
 COVERED WALKWAYS 0  
 CLASSROOMS 5

|       |
|-------|
| 1,024 |
| 1,024 |
| 1,024 |
| 1,024 |
| 1,024 |

TOTAL 1,051 40,235 5,120 0

| Summary                                 |        |
|---|--------|
| Portable Building Area                  | 9,763  |
| Portable Covered Corridors and Walkways | 0      |
| Portable Classrooms                     | 10     |
| Permanent Building Areas                | 23,015 |

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

1. Missing area of CI 2. Missing Date and DSA of CI

UTILITY %: 95.2%

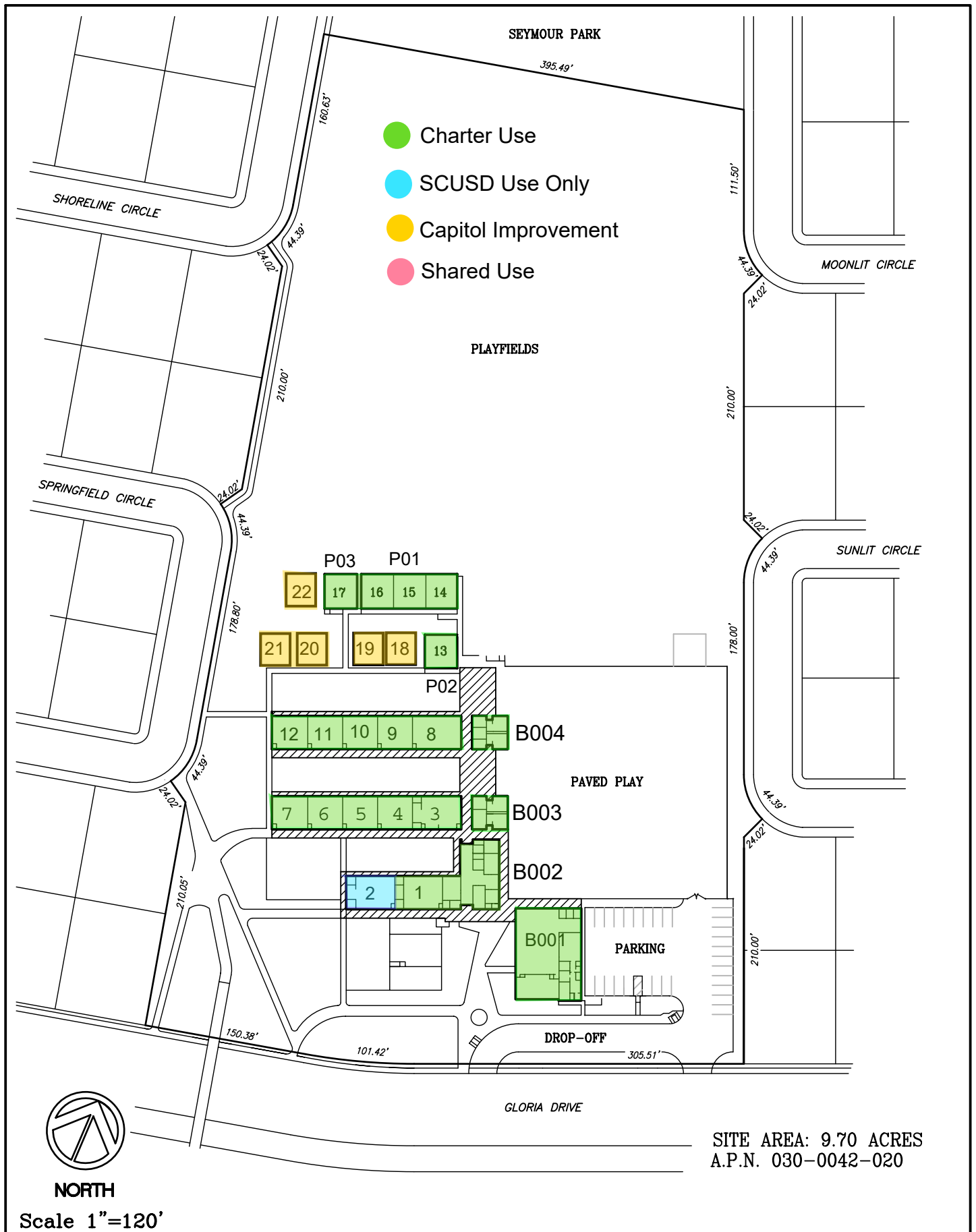
TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Sq Footag Rate |      |        |
|----------------|------|--------|
| 1,051          | 0.00 | 0      |
| 40,235         | 1.00 | 40235  |
| 5,120          | 0.33 | 1689.6 |
| 0              | 0    | 0      |

| Bldg/Room Code  | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA # | Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|---|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|---------------|-------------|---------------------|------------|
| Covered Walkways  |               |               |          |               |      | 13,628                |       |          |               |             |                     |            |
| Permanent Classrooms  |               |               |          |               |      | 11                    |       |          |               |             |                     |            |
| Total Site Area   |               |               |          |               |      | 32,778                |       |          |               |             |                     |            |
| Total Covered Walkways  |               |               |          |               |      | 13,628                |       |          |               |             |                     |            |
| Grand Total   |               |               |          |               |      | 46,406                |       |          |               |             |                     |            |
| Total Charter Space at Full Facility Use Fee  |               |               |          |               |      | 40,235                |       |          |               |             |                     |            |
| Total Charter Space at Reduced Facility Use Fee                                     |               |               |          |               |      | 5,120                 |       |          |               |             |                     |            |
| Reduced Cost Charter Space based on Capital Improvements (XX% Discount)             |               |               |          |               |      |                       |       |          |               |             |                     |            |
| Total Exclusive Charter Space   |               |               |          |               |      | 45,355                |       |          |               |             |                     |            |
| Total Exclusive District Space  |               |               |          |               |      | 1,051                 |       |          |               |             |                     |            |
| Total Shared Space  |               |               |          |               |      | 0                     |       |          |               |             |                     |            |
| Ratio of Charter to District Space (Total Charter / Total Site Area)                |               |               |          |               |      | 2.26%                 |       |          |               |             |                     |            |
| Share Space Allocated to Charter (Ratio * Total Shared)                             |               |               |          |               |      | 0                     |       |          |               |             |                     |            |
| <b>Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared</b> |               |               |          |               |      | 45,355                |       |          |               |             |                     |            |
| <b>Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)</b>     |               |               |          |               |      | 97.74%                |       |          |               |             |                     |            |



Bear Flag Elementary School (017)  
6620 Gloria Drive  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**EXISTING SITE DIAGRAM**  
DECEMBER 2003

EXHIBIT 2

| <b>"Pro-Rata" Facility Fee Calculation for Charter School Facilities</b> |  |  |               |  |                |
|--|--|--|---------------|--|----------------|
| <i>Sol Aureus College Prep; School Year: 2024-2025</i>                   |  |  |               |  |                |
| <b>Footage Fee Calculation (from FUA):</b>                               | <b>41,924.60</b>   | <b>% Utilities</b>                                   | <b>95.20%</b> |  |                |
| <b>Unrestricted 0000-2999 resources</b>                                  |  | Projected Rate<br>(Based on 24-25<br>Revised Budget) |               | Actual Rate (Based<br>on 23-24 Actual<br>Expenditures) |                |
| Obj 5740/5741 and 80% of 5690  | Maintenace Services  | \$672,675.39   |               | TBD  |                |
| Object Code TBD  | Projects Eligible for Funding but Not Funded (Defd. Maint)                 | \$0.00   |               | TBD  |                |
| Obj 6100-6299  | Unrestricted Facilities Acquisition and Construction                       | \$11,958.13  |               | TBD  |                |
| Obj 5620   | Unrestricted Facilities Rents or Leases                                    | \$146,200.00   |               | TBD  |                |
| Obj 7615, 8540, 8915   | Unrestricted Transfer to Deferred Maintenance                              | \$0.00   |               | TBD  |                |
| Obj 7438/7439 - Loc 0852   | Unrestricted Debt Service Costs  | \$5,466,294.00                                       |               | TBD  |                |
| Res 8150, Obj 8980 Contribution  | Unrestricted Transfer to Routine Repair and Maintenance                    | \$18,493,200.00                                      |               | TBD  |                |
| <b>Total Expenditures</b>  | <b>Total Expenditures</b>  | <b>\$24,790,327.52</b>                               |               | <b>TBD</b>   |                |
| All Sites/Adult/Admin/Charter Schools                                    | Square Footage (Last Updated 11/21)  | 6,514,042  |               | 6,514,042  |                |
|  | <b>Pro-Rata Share Amount</b>   | <b>\$3.81</b>  |               | <b>TBD</b>   |                |
|  |  | Used in Q1 and Q2 Bills                              |               | Used in Q3 and Q4 Bills                                |                |
| <b>Billing Schedule</b>  |  |  |               |  |                |
|  | <b>Invoice Includes:</b>   | <b>Subtotals</b>                                     | <b>Total</b>  | <b>Anticipated By</b>                                  | <b>Due By</b>  |
| Quarter 1 Invoice  | Based on Projected Rate for July, August, September                        | \$39,933.18  | TBD           | August 1st   | September 30th |
|  | Includes Utilities Charges for prior quarter (April, May, June)            | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (April, May June)             | TBD  |               |  |                |
| Quarter 2 Invoice  | Based on Projected Rate for October, November, December                    | \$39,933.18  | TBD           | November 1st   | December 31st  |
|  | Includes Utilities Charges for prior quarter (July, August, September)     | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (July, August, September)     | TBD  |               |  |                |
| Quarter 3 Invoice  | Based on Actual Rate for January, February, March + any needed adjustments | TBD  | TBD           | February 1st   | March 31st     |
|  | Includes Utilities Charges for prior quarter (October, November, December) | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (October, November, December) | TBD  |               |  |                |
| Quarter 4 Invoice  | Based on Actual Rate for April, May, June + any needed adjustments         | TBD  | TBD           | May 1st  | June 30th      |
|  | Includes Utilities Charges for prior quarter (January, February, March)    | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (January, February, March)    | TBD  |               |  |                |
|  |  | <b>Annual Total</b>                                  | <b>TBD</b>    |  |                |

# Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within  
Sacramento City Unified School District Facilities

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# Introduction

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This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

## District Access to Facilities

---

### Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

### Access the Charter Facilities by District Staff

#### Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.



### Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

### Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

### Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

## Maintenance

---

### Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

### Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

### Work Orders

The creation and submission of a work order in the District’s work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District’s system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

### Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

### CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

### Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

### Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

### Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

|   |  |                             |
|---|--|-----------------------------|
| Installing an additional hydration station    | Adding a new pickle ball court on the playground | Installing a new garden bed |
| Installing garden irrigation                  | Painting a mural on the site                     | Planting trees and shrubs   |
| Installing benches on the playground or field | Added fencing around the school site             | Added security cameras      |

### Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

### Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

### Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

### HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

### Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

## **Operations (Custodial)**

---

### Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

### Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

### External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

### Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

### Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

# Security

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## District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

## Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

# Utilities

---

## Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

## Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

## Civic Center Act and Facility Use

---

### Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

### Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

### Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

## Capital Improvements

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### Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

### District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

### District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

### Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

### Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

### Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

### Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

## Summary of Charges

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Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

| Type of Charge             | Calculation Method  | Billing Timeline  |
|----------------------------|---|---|
| “Pro-Rata” Facility Fee    | <ul style="list-style-type: none"><li>• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.</li><li>• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement</li></ul> | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Utilities                  | Actual Costs  | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Costs for Special Projects | Actual Costs  | <ul style="list-style-type: none"><li>• Billed as charges occur / added to above invoices</li></ul>                     |



**Review of the Charter School Facilities Use Handbook**

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.  
Most Recent Update: April 12, 2024





**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39**  
**Sacramento City Unified School District / St. Hope Public Schools Public School 7**

**THIS FACILITIES USE AGREEMENT** (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and St. Hope Public Schools a California nonprofit corporation operating the Public School 7 charter schools. St. Hope Public Schools and Public School 7 are collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

**WHEREAS**, the District is the owner of certain real property located at 5201 Strawberry Lane, Sacramento, CA, 95817 which is more commonly known as the John Muir or Strawberry Lane Campus (the “Site”).

**WHEREAS**, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

**WHEREAS**, the Charter School serves students enrolled in Transitional Kindergarten through 5<sup>th</sup> grade at Public School 7, and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

**WHEREAS**, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 school year concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

**WHEREAS**, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2025 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
  - a. **Early Termination.**
    - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
  - b. **Option to Extend the Term.**
    - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
  - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
  - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
    - i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.

- ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. There is no shared space indicated in this site map.
  - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
  - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1<sup>st</sup> of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

### 3. **FACILITIES USE FEE.**

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The

District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar

days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
  - i. **No Increase in Insurance.** The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the

Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to



schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

## 8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

## 9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
  
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter

School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.



- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School’s alteration, addition, or improvement to the Site, the District shall act as the “lead agency” for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School’s sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School’s use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District’s approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

#### 11. **ENTRY BY THE DISTRICT.**

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
  2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
  3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
  6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
  - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
  - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
- i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
  - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
  - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
  - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
  - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
  - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
  - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
  - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
  - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
  - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
  - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the



Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of St. Hope Public Schools and Sacramento Charter High School and Public School 7.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. Hope Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

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|---|---|
| <p><b>DISTRICT:</b><br/>         Sacramento City Unified School District<br/>         5735 47<sup>th</sup> Avenue,<br/>         Sacramento, CA 95824<br/>         Attention: Superintendent’s Office<br/>         Email: Superintendent@scusd.edu</p> | <p><b>CHARTER SCHOOL:</b><br/>         St. Hope Public Schools<br/>         2315 34<sup>th</sup> Street<br/>         Sacramento, CA 95817<br/>         Attention: Lisa Ruda, Superintendent<br/>         Email: lruda@sthopepublicschools.org</p> |
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Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

**DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Date of District Board of Trustees' Approval:** \_\_\_\_\_

**Date of Charter School Board of Directors' Approval:** \_\_\_\_\_

**EXHIBIT 1**

**Allocation of Space**

**See Attached Map and Room Use Inventory**

**EXHIBIT 2**

**See Attached PDF of Sample Billing Calculation for 2024-25**

**EXHIBIT 3**

**See Attached Charter School Facilities Use Handbook**

**EXHIBIT 4**

**Furnishings and Equipment Inventory (not applicable)**

# Exhibit 1A

School Name: PS7 Elementary School (K-5)  
 School Code:  
 Site Area:  
 Year Built:  
 A.P.N.  
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

**UTILITY %: 100%**

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |          | 12,495.78 |
|--|------|----------|-----------|
| Sq Footage Rate                          |      |          |           |
| 0  | 0.00 | 0        |           |
| 0  | 1.00 | 0        |           |
| 37,866                                   | 0.33 | 12495.78 |           |
| 0  | 0    | 0        |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code             | Bldg/Room No. | Classroom No. | Room Use     | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------------------|---------------|---------------|--------------|-------------------------------------|------|-----------------------|-------|
| <b>PERMANENT BUILDINGS</b> |               |               |              |                                     |      |                       |       |
| <b>Bldg. A</b>             |               |               |              |                                     |      | 2,024                 |       |
|                            | A-01          |               | Kindergarten | <input checked="" type="checkbox"/> | 1225 |                       |       |
|                            |               |               | Toilet       | <input type="checkbox"/>            |      |                       |       |
|                            |               |               | Girls RR     | <input type="checkbox"/>            |      |                       |       |
|                            |               |               | Boys RR      | <input type="checkbox"/>            |      |                       |       |
|                            | A-02          |               | Kindergarten | <input checked="" type="checkbox"/> | 1225 |                       |       |
|                            |               |               | Toilet       | <input type="checkbox"/>            |      |                       |       |
|                            |               |               | Closet       | <input type="checkbox"/>            |      |                       |       |
|                            | A-03          |               | Kindergarten | <input checked="" type="checkbox"/> | 1225 |                       |       |
|                            |               |               | Toilet       | <input type="checkbox"/>            |      |                       |       |
|                            |               |               | Closet       | <input type="checkbox"/>            |      |                       |       |

BUILDING AREA TOTAL 3675  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

|                |      |  |              |                                     |      |       |  |
|----------------|------|--|--------------|-------------------------------------|------|-------|--|
| <b>Bldg. B</b> |      |  |              |                                     |      | 2,024 |  |
|                | B-01 |  | Preschool    | <input checked="" type="checkbox"/> | 1225 |       |  |
|                |      |  | Toilet       | <input type="checkbox"/>            |      |       |  |
|                |      |  | Closet       | <input type="checkbox"/>            |      |       |  |
|                | B-02 |  | Preschool    | <input checked="" type="checkbox"/> | 1225 |       |  |
|                |      |  | Toilet       | <input type="checkbox"/>            |      |       |  |
|                |      |  | Closet       | <input type="checkbox"/>            |      |       |  |
|                | B-03 |  | Kindergarten | <input checked="" type="checkbox"/> | 1225 |       |  |
|                |      |  | Boys RR      | <input type="checkbox"/>            |      |       |  |
|                |      |  | Girls RR     | <input type="checkbox"/>            |      |       |  |
|                |      |  | Toilet       | <input type="checkbox"/>            |      |       |  |
|                |      |  | Toilet       | <input type="checkbox"/>            |      |       |  |

BUILDING AREA TOTAL 3675  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

|                |      |  |           |                                     |     |  |  |
|----------------|------|--|-----------|-------------------------------------|-----|--|--|
| <b>Bldg. C</b> |      |  |           |                                     |     |  |  |
|                | C-01 |  | 1st grade | <input checked="" type="checkbox"/> | 960 |  |  |
|                | C-02 |  | 1st grade | <input checked="" type="checkbox"/> | 960 |  |  |
|                | C-03 |  | 1st grade | <input checked="" type="checkbox"/> | 960 |  |  |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0

| Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|----------|---------------|-------------|---------------------|------------|
|          |               |             |                     |            |

1225

1225

1225

1225

1225

1225

960

960

960

School Name: PS7 Elementary School (K-5)  
 School Code:  
 Site Area:  
 Year Built:  
 A.P.N.  
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |          | 12,495.78 |
|--|------|----------|-----------|
| Sq Footage Rate                          |      |          |           |
| 0  | 0.00 | 0        |           |
| 0  | 1.00 | 0        |           |
| 37,866                                   | 0.33 | 12495.78 |           |
| 0  | 0    | 0        |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|----------|---------------|------|-----------------------|-------|
| CLASSROOMS     |               |               |          |               | 3    |                       |       |

| Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|----------|---------------|-------------|---------------------|------------|
|----------|---------------|-------------|---------------------|------------|

| Bldg. D |      |  |              |                                     |     |  |  |
|---------|------|--|--------------|-------------------------------------|-----|--|--|
|         | D-01 |  | First Grade  | <input checked="" type="checkbox"/> | 960 |  |  |
|         | D-02 |  | First Grade  | <input checked="" type="checkbox"/> | 960 |  |  |
|         | D-03 |  | Second Grade | <input checked="" type="checkbox"/> | 960 |  |  |

|     |
|-----|
| 960 |
| 960 |
| 960 |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

| Bldg. E |      |  |              |                                     |     |  |  |
|---------|------|--|--------------|-------------------------------------|-----|--|--|
|         | E-01 |  | Second Grade | <input checked="" type="checkbox"/> | 960 |  |  |
|         | E-02 |  | Second Grade | <input checked="" type="checkbox"/> | 960 |  |  |
|         | E-03 |  | Second Grade | <input checked="" type="checkbox"/> | 960 |  |  |

|     |
|-----|
| 960 |
| 960 |
| 960 |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

| Bldg. F |      |  |              |                                     |     |  |  |
|---------|------|--|--------------|-------------------------------------|-----|--|--|
|         | F-01 |  | Second Grade | <input checked="" type="checkbox"/> | 960 |  |  |
|         | F-02 |  | Third Grade  | <input checked="" type="checkbox"/> | 960 |  |  |
|         |      |  | Boys RR      | <input type="checkbox"/>            |     |  |  |
|         |      |  | Girls RR     | <input type="checkbox"/>            |     |  |  |

|     |
|-----|
| 960 |
| 960 |

BUILDING AREA TOTAL 1920  
 COVERED WALKWAYS 0  
 CLASSROOMS 2

| Bldg. G |      |  |             |                                     |     |  |  |
|---------|------|--|-------------|-------------------------------------|-----|--|--|
|         | G-01 |  | Third Grade | <input checked="" type="checkbox"/> | 960 |  |  |
|         | G-02 |  | Third Grade | <input checked="" type="checkbox"/> | 960 |  |  |
|         | G-03 |  | Third Grade | <input checked="" type="checkbox"/> | 960 |  |  |

|     |
|-----|
| 960 |
| 960 |
| 960 |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

| Bldg. H |      |  |              |                                     |     |  |  |
|---------|------|--|--------------|-------------------------------------|-----|--|--|
|         | H-01 |  | Fourth Grade | <input checked="" type="checkbox"/> | 960 |  |  |

|     |
|-----|
| 960 |
|-----|

School Name: PS7 Elementary School (K-5)  
 School Code:  
 Site Area:  
 Year Built:  
 A.P.N.  
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 12,495.78

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

|                 |      |          |   |
|-----------------|------|----------|---|
| Sq Footage Rate |      |          |   |
| 0               | 0.00 |          | 0 |
| 0               | 1.00 |          | 0 |
| 37,866          | 0.33 | 12495.78 |   |
| 0               | 0    |          | 0 |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use     | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|--------------|-------------------------------------|------|-----------------------|-------|
|                | H-02          |               | Fourth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | H-03          |               | Fourth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

**Bldg. I**

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use     | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|--------------|-------------------------------------|------|-----------------------|-------|
|                | I-01          |               | Fourth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | I-02          |               | Fourth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | I-03          |               | Third Grade  | <input checked="" type="checkbox"/> | 960  |                       |       |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

**Bldg. J**

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use    | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|-------------|-------------------------------------|------|-----------------------|-------|
|                | J-01          |               | Fifth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | J-02          |               | Fifth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | J-03          |               | Fifth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |

BUILDING AREA TOTAL 2880  
 COVERED WALKWAYS 0  
 CLASSROOMS 3

**Bldg. J**

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use    | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|-------------|-------------------------------------|------|-----------------------|-------|
|                | J-01          |               | Fifth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |
|                | J-02          |               | Fifth Grade | <input checked="" type="checkbox"/> | 960  |                       |       |

BUILDING AREA TOTAL 1920  
 COVERED WALKWAYS 0  
 CLASSROOMS 2

**Bldg. ADMIN**

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use | Classroom Use            | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|----------|--------------------------|------|-----------------------|-------|
|                |               |               |          | <input type="checkbox"/> | 2940 | 2,024                 |       |
|                |               |               |          | <input type="checkbox"/> |      |                       |       |
|                |               |               |          | <input type="checkbox"/> |      |                       |       |
|                |               |               |          | <input type="checkbox"/> |      |                       |       |
|                |               |               |          | <input type="checkbox"/> |      |                       |       |

BUILDING AREA TOTAL 2940  
 COVERED WALKWAYS 0  
 CLASSROOMS 0

Comments

| District Only | Charter Use | Capital Improvement | Shared Use |
|---------------|-------------|---------------------|------------|
|---------------|-------------|---------------------|------------|

960  
960

960  
960  
960

960  
960  
960

960  
960

2940

School Name: PS7 Elementary School (K-5)  
 School Code:  
 Site Area:  
 Year Built:  
 A.P.N.  
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

**UTILITY %: 100%**

| <b>TOTAL SQUARE FOOTAGE for FEE CALCULATION</b> |      |          | <b>12,495.78</b> |
|---|------|----------|------------------|
| Sq Footage Rate                                 |      |          |                  |
| 0   | 0.00 | 0        |                  |
| 0   | 1.00 | 0        |                  |
| 37,866  | 0.33 | 12495.78 |                  |
| 0   | 0    | 0        |                  |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code            | Bldg/Room No. | Classroom No. | Room Use | Classroom Use            | Area | Year Built/Modernized | DSA # |
|---------------------------|---------------|---------------|----------|--------------------------|------|-----------------------|-------|
| <b>Bldg. MULTIPURPOSE</b> |               |               |          |                          | 3576 | 2,024                 |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |
|                           |               |               |          | <input type="checkbox"/> |      |                       |       |

| Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|----------|---------------|-------------|---------------------|------------|
|----------|---------------|-------------|---------------------|------------|

3576

BUILDING AREA TOTAL 3576  
 COVERED WALKWAYS 0  
 CLASSROOMS 0

|              |          |          |               |          |
|--------------|----------|----------|---------------|----------|
| <b>TOTAL</b> | <b>0</b> | <b>0</b> | <b>37,866</b> | <b>0</b> |
|--------------|----------|----------|---------------|----------|

| <b>Summary</b>   |                |
|--|----------------|
| Portable Building Area   | NA             |
| Portable Covered Corridors and Walkways  | NA             |
| Portable Classrooms  | NA             |
| Permanent Building Areas   | 37,866         |
| Covered Walkways   | 0              |
| Permanent Classrooms   | 31             |
| Total Site Area  | 37,866         |
| Total Covered Walkways   | 0              |
| Grand Total  | 37,866         |
| Total Charter Space at Full ProRata  | 0              |
| Total Charter Space at Discounted Pro-Rata   | 37,866         |
| Reduced Cost Charter Space based on Capital Improvements (XX% Discount)            |                |
| Total Exclusive Charter Space  | 37,866         |
| Total Exclusive District Space   | 0              |
| Total Shared Space   | 0              |
| Ratio of Charter to District Space (Total Charter / Total Site Area)               | 0              |
| Share Space Allocated to Charter (Ratio * Total Shared)                            | 0              |
| <b>Total Space to be reflected in the FUA = Sum of Total Charter + Total Share</b> | <b>37,866</b>  |
| <b>Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)</b>    | <b>100.00%</b> |



School Name: PS7 Elementary School (K-5)  
 School Code:  
 Site Area:  
 Year Built:  
 A.P.N.  
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

**UTILITY %: 100%**

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

|   |      |          |                  |
|---|------|----------|------------------|
| <b>TOTAL SQUARE FOOTAGE for FEE CALCULATION</b> |      |          | <b>12,495.78</b> |
| Sq Footage Rate                                 |      |          |                  |
| 0   | 0.00 | 0        |                  |
| 0   | 1.00 | 0        |                  |
| 37,866  | 0.33 | 12495.78 |                  |
| 0   | 0    | 0        |                  |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA # | Comments | District Only | Charter Use | Capital Improvement | Shared Use |
|----------------|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|---------------|-------------|---------------------|------------|
|----------------|---------------|---------------|----------|---------------|------|-----------------------|-------|----------|---------------|-------------|---------------------|------------|



EXHIBIT 2

| <b>"Pro-Rata" Facility Fee Calculation for Charter School Facilities</b>      |  |  |                |  |                |
|---|--|--|----------------|--|----------------|
| <i>St. Hope PS 7 Elementary, Strawberry Lane Site, School Year: 2024-2025</i> |  |  |                |  |                |
| <b>Footage Fee Calculation (from FUA):</b>                                    | <b>12,495.78</b>   | <b>% Utilities</b>                                   | <b>100.00%</b> |  |                |
| <b>Unrestricted 0000-2999 resources</b>                                       |  | Projected Rate<br>(Based on 24-25<br>Revised Budget) |                | Actual Rate (Based<br>on 23-24 Actual<br>Expenditures) |                |
| Obj 5740/5741 and 80% of 5690   | Maintenace Services  | \$672,675.39   |                | TBD  |                |
| Object Code TBD   | Projects Eligible for Funding but Not Funded (Defd. Maint)                 | \$0.00   |                | TBD  |                |
| Obj 6100-6299   | Unrestricted Facilities Acquisition and Construction                       | \$11,958.13  |                | TBD  |                |
| Obj 5620  | Unrestricted Facilities Rents or Leases                                    | \$146,200.00   |                | TBD  |                |
| Obj 7615, 8540, 8915  | Unrestricted Transfer to Deferred Maintenance                              | \$0.00   |                | TBD  |                |
| Obj 7438/7439 - Loc 0852  | Unrestricted Debt Service Costs  | \$5,466,294.00                                       |                | TBD  |                |
| Res 8150, Obj 8980 Contribution   | Unrestricted Transfer to Routine Repair and Maintenance                    | \$18,493,200.00                                      |                | TBD  |                |
| <b>Total Expenditures</b>   | <b>Total Expenditures</b>  | <b>\$24,790,327.52</b>                               |                | TBD  |                |
| All Sites/Adult/Admin/Charter Schools   | Square Footage (Last Updated 11/21)  | 6,514,042  |                | 6,514,042  |                |
|   | <b>Pro-Rata Share Amount</b>   | <b>\$3.81</b>  |                | TBD  |                |
|   |  | Used in Q1 and Q2 Bills                              |                | Used in Q3 and Q4 Bills                                |                |
| <b>Billing Schedule</b>   |  |  |                |  |                |
|   | <b>Invoice Includes:</b>   | <b>Subtotals</b>                                     | <b>Total</b>   | <b>Anticipated By</b>                                  | <b>Due By</b>  |
| Quarter 1 Invoice   | Based on Projected Rate for July, August, September                        | \$11,902.23  | TBD            | August 1st   | September 30th |
|   | Includes Utilities Charges for prior quarter (April, May, June)            | TBD  |                |  |                |
|   | Includes Any Other Charges for prior Quarter (April, May June)             | TBD  |                |  |                |
| Quarter 2 Invoice   | Based on Projected Rate for October, November, December                    | \$11,902.23  | TBD            | November 1st   | December 31st  |
|   | Includes Utilities Charges for prior quarter (July, August, September)     | TBD  |                |  |                |
|   | Includes Any Other Charges for prior Quarter (July, August, September)     | TBD  |                |  |                |
| Quarter 3 Invoice   | Based on Actual Rate for January, February, March + any needed adjustments | TBD  | TBD            | February 1st   | March 31st     |
|   | Includes Utilities Charges for prior quarter (October, November, December) | TBD  |                |  |                |
|   | Includes Any Other Charges for prior Quarter (October, November, December) | TBD  |                |  |                |
| Quarter 4 Invoice   | Based on Actual Rate for April, May, June + any needed adjustments         | TBD  | TBD            | May 1st  | June 30th      |
|   | Includes Utilities Charges for prior quarter (January, February, March)    | TBD  |                |  |                |
|   | Includes Any Other Charges for prior Quarter (January, February, March)    | TBD  |                |  |                |
|   |  | <b>Annual Total</b>                                  | <b>TBD</b>     |  |                |

# Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within  
Sacramento City Unified School District Facilities

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# Introduction

---

This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

## District Access to Facilities

---

### Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

### Access the Charter Facilities by District Staff

#### Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

### Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

### Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

### Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

## Maintenance

---

### Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

### Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

### Work Orders



The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

### Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

### CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

### Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

### Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

### Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

|   |  |                             |
|---|--|-----------------------------|
| Installing an additional hydration station    | Adding a new pickle ball court on the playground | Installing a new garden bed |
| Installing garden irrigation                  | Painting a mural on the site                     | Planting trees and shrubs   |
| Installing benches on the playground or field | Added fencing around the school site             | Added security cameras      |

### Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

### Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

### Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

### HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

### Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

## **Operations (Custodial)**

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### Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

### Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

### External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

### Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

### Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

# Security

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## District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

## Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

# Utilities

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## Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

## Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

## Civic Center Act and Facility Use

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### Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

### Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

### Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

## Capital Improvements

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### Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

### District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

### District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

### Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

### Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

### Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

### Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

## Summary of Charges

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Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

| <b>Type of Charge</b>      | <b>Calculation Method</b>   | <b>Billing Timeline</b>   |
|----------------------------|---|---|
| “Pro-Rata” Facility Fee    | <ul style="list-style-type: none"><li>• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.</li><li>• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement</li></ul> | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Utilities                  | Actual Costs  | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Costs for Special Projects | Actual Costs  | <ul style="list-style-type: none"><li>• Billed as charges occur / added to above invoices</li></ul>                     |

**Review of the Charter School Facilities Use Handbook**

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.  
Most Recent Update: April 12, 2024







**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39**  
**Sacramento City Unified School District / St. Hope Public Schools**  
**Sacramento Charter High School & Public School 7**

**THIS FACILITIES USE AGREEMENT** (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and St. Hope Public Schools a California nonprofit corporation operating the Sacramento Charter High School and Public School 7 charter schools. St. Hope Public Schools and Sacramento Charter High School and Public School 7 are collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

**WHEREAS**, the District is the owner of certain real property located at 2315 34<sup>th</sup> Street, Sacramento, CA, 95817 which is more commonly known as the 34<sup>th</sup> Street Campus (the “Site”).

**WHEREAS**, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

**WHEREAS**, the Charter School serves students enrolled in 6<sup>th</sup>-8<sup>th</sup> at Public School 7 and 9<sup>th</sup>-12<sup>th</sup> at Sacramento Charter High School, and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

**WHEREAS**, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 school year concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

**WHEREAS**, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2025 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
  - a. **Early Termination.**
    - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
  - b. **Option to Extend the Term.**
    - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
  - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
  - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.
  - ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. The district reserves sole use of the swimming pool complex, auditorium, and other areas indicated in blue in **Exhibit 1**.
  - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
  - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1<sup>st</sup> of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

### 3. FACILITIES USE FEE.

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
  - i. **No Increase in Insurance.** The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in

writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**



- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

## 8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

## 9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
  
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter

School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School’s alteration, addition, or improvement to the Site, the District shall act as the “lead agency” for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School’s sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School’s use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District’s approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the



actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

## 11. ENTRY BY THE DISTRICT.

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
  2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
  3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
  6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
  - c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
  - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
  - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
  - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
  - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
  - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
  - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
  - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
  - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
  - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
  - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
  - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
  - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of St. Hope Public Schools and Sacramento Charter High School and Public School 7.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. Hope Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter



School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

|   |   |
|---|---|
| <p><b>DISTRICT:</b><br/>         Sacramento City Unified School District<br/>         5735 47<sup>th</sup> Avenue,<br/>         Sacramento, CA 95824<br/>         Attention: Superintendent’s Office<br/>         Email: Superintendent@scusd.edu</p> | <p><b>CHARTER SCHOOL:</b><br/>         St. Hope Public Schools<br/>         2315 34<sup>th</sup> Street<br/>         Sacramento, CA 95817<br/>         Attention: Lisa Ruda, Superintendent<br/>         Email: lruda@sthopepublicschools.org</p> |
|---|---|

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

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

**DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Date of District Board of Trustees' Approval:** \_\_\_\_\_

**Date of Charter School Board of Directors' Approval:** \_\_\_\_\_

**EXHIBIT 1**

**Allocation of Space**

**See Attached Map and Room Use Inventory**

**EXHIBIT 2**

**See Attached PDF of Sample Billing Calculation for 2024-24**

**EXHIBIT 3**

**See Attached Charter School Facilities Use Handbook**

**EXHIBIT 4**

**Furnishings and Equipment Inventory (not applicable)**

# EXHIBIT 1A

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 | 0      |            |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 | 0      |            |
| 0  | 0    | 0      |            |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code             | Bldg/Room No.    | Classroom No. | Room Use      | Classroom Use | Area | Year Built/Modernized | DSA # |
|----------------------------|------------------|---------------|---------------|---------------|------|-----------------------|-------|
| <b>PERMANENT BUILDINGS</b> |                  |               |               |               |      |                       |       |
| <b>Bldg.001</b>            | <b>West Wing</b> |               |               |               |      | 1974                  | 36964 |
| A-1                        | W-42             | W-42          | Classroom     | ☑             | 938  |                       |       |
| A-10                       |                  |               | VP            | ☐             | 141  |                       |       |
| A-101                      |                  |               | Mens          | ☐             | 399  |                       |       |
| A-102                      |                  |               | Womens        | ☐             | 204  |                       |       |
| A-103                      |                  |               | Womens        | ☐             | 78   |                       |       |
| A-104                      |                  |               | Mens          | ☐             | 52   |                       |       |
| A-106                      |                  |               | Womens        | ☐             | 118  |                       |       |
| A-107                      |                  |               | Mens          | ☐             | 142  |                       |       |
| A-107B                     |                  |               | Janitor       | ☐             | 38   |                       |       |
| A-109                      |                  |               | Womens        | ☐             | 108  |                       |       |
| A-11                       |                  |               | Dean          | ☐             | 142  |                       |       |
| A-110                      |                  |               | Mens          | ☐             | 90   |                       |       |
| A-12                       | W-2              | W-2           | Attendance    | ☐             | 383  |                       |       |
| A-13                       | W-1              | W-1           | Reception     | ☐             | 880  |                       |       |
| A-14                       | W-1A             | W-1A          | Principal     | ☐             | 302  |                       |       |
| A-15                       | W-1B             | W-1B          | Conference Rm | ☐             | 302  |                       |       |
| A-16                       | W-43             | W-43          | Classroom     | ☑             | 908  |                       |       |
| A-17                       | W-35             | W-35          | Classroom     | ☑             | 879  |                       |       |
| A-18                       | W-36             | W-36          | Classroom     | ☑             | 879  |                       |       |
| A-19                       | W-38             | W-38          | Classroom     | ☑             | 881  |                       |       |
| A-2                        | W-41             | W-41          | Classroom     | ☑             | 908  |                       |       |
| A-20                       | W-5              | W-5           | Counselor     | ☐             | 165  |                       |       |
| A-21                       | W-5              | W-5           | Counselor     | ☐             | 169  |                       |       |
| A-22                       | W-5              | W-5           | Counselor     | ☐             | 164  |                       |       |
| A-23                       | W-5              | W-5           | Counselor     | ☐             | 510  |                       |       |
| A-24                       | W-6              | W-6           | Classroom     | ☑             | 878  |                       |       |
| A-25                       | W-7              | W-7           | Classroom     | ☑             | 879  |                       |       |
| A-26                       | W-8              | W-8           | Classroom     | ☑             | 1216 |                       |       |
| A-27                       | W-44             | W-44          | Classroom     | ☑             | 908  |                       |       |
| A-28A                      | W-34A            | W-34A         | Conference Rm | ☐             | 288  |                       |       |
| A-28B                      | W-34B            | W-34B         | Office        | ☐             | 288  |                       |       |
| A-29                       |                  |               | Principal     | ☐             | 297  |                       |       |
| A-3                        | W-40             | W-40          | Classroom     | ☑             | 908  |                       |       |
| A-30                       |                  |               | Reception     | ☐             | 279  |                       |       |
| A-31                       | W-37             | W-37          | Classroom     | ☑             | 879  |                       |       |
| A-32                       | W-9              | W-9           | Classroom     | ☑             | 1028 |                       |       |
| A-33                       | W-45             | W-45          | Classroom     | ☑             | 908  |                       |       |
| A-34                       | W-33             | W-33          | Classroom     | ☑             | 881  |                       |       |
| A-35                       | W-31             | W-31          | Classroom     | ☑             | 878  |                       |       |
| A-36                       |                  |               | Media Center  | ☐             | 5398 |                       |       |
| A-37                       | W-28             | W-28          | Classroom     | ☑             | 908  |                       |       |
| A-38                       | W-29             | W-29          | Classroom     | ☑             | 880  |                       |       |
| A-39                       | W-30             | W-30          | Classroom     | ☐             | 876  |                       |       |

Comments

| District Use | Charter Use | Capital Improvement | Shared Use |
|--------------|-------------|---------------------|------------|
|--------------|-------------|---------------------|------------|

|      |
|------|
| 938  |
| 141  |
| 399  |
| 204  |
| 78   |
| 52   |
| 118  |
| 142  |
| 38   |
| 108  |
| 142  |
| 90   |
| 383  |
| 880  |
| 302  |
| 302  |
| 908  |
| 879  |
| 879  |
| 881  |
| 908  |
| 165  |
| 169  |
| 164  |
| 510  |
| 878  |
| 879  |
| 1216 |
| 908  |
| 288  |
| 288  |
| 297  |
| 908  |
| 279  |
| 879  |
| 1028 |
| 908  |
| 881  |
| 878  |
| 5398 |
| 908  |
| 880  |
| 876  |

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 |        | 0          |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 |        | 0          |
| 0  | 0    |        | 0          |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use       | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|----------------|-------------------------------------|------|-----------------------|-------|
| A-4            | W-39          | W-39          | Work Room      | <input type="checkbox"/>            | 430  |                       |       |
| A-40           | W-24          | W-24          | Classroom      | <input checked="" type="checkbox"/> | 753  |                       |       |
| A-41           | W-23          | W-23          | Classroom      | <input checked="" type="checkbox"/> | 485  |                       |       |
| A-42           | W-21          | W-21          | Classroom      | <input checked="" type="checkbox"/> | 733  |                       |       |
| A-43           |               |               | Storage        | <input type="checkbox"/>            | 144  |                       |       |
| A-43B          |               |               | Storage        | <input type="checkbox"/>            | 98   |                       |       |
| A-44           | W-17          | W-17          | Lab            | <input type="checkbox"/>            | 1225 |                       |       |
| A-45           | W-25          | W-25          | Classroom      | <input checked="" type="checkbox"/> | 757  |                       |       |
| A-46           | W-22          | W-22          | Classroom      | <input checked="" type="checkbox"/> | 731  |                       |       |
| A-47           | W-20          | W-20          | Classroom      | <input checked="" type="checkbox"/> | 1650 |                       |       |
| A-48           | W-19          | W-19          | Lab            | <input type="checkbox"/>            | 1492 |                       |       |
| A-49           | W-18          | W-18          | Lab            | <input type="checkbox"/>            | 1648 |                       |       |
| A-49B          |               |               | Storage        | <input type="checkbox"/>            | 45   |                       |       |
| A-5            | W-4           | W-4           | Parent Center  | <input type="checkbox"/>            | 143  |                       |       |
| A-50           | W-16          | W-16          | Lab            | <input type="checkbox"/>            | 1650 |                       |       |
| A-51           |               |               | Book Room      | <input type="checkbox"/>            | 1752 |                       |       |
| A-52           | W-14          | W-14          | Classroom      | <input checked="" type="checkbox"/> | 907  |                       |       |
| A-53           | W-13          | W-13          | Conf. Room     | <input type="checkbox"/>            | 780  |                       |       |
| A-54           | W-12          | W-12          | Classroom      | <input checked="" type="checkbox"/> | 1249 |                       |       |
| A-55           |               |               | Print Office   | <input type="checkbox"/>            | 139  |                       |       |
| A-56           | W-26          | W-26          | Classroom      | <input checked="" type="checkbox"/> | 938  |                       |       |
| A-57           | W-27          | W-27          | Classroom      | <input checked="" type="checkbox"/> | 908  |                       |       |
| A-6            | W-4           | W-4           | Waiting Room   | <input type="checkbox"/>            | 160  |                       |       |
| A-60           |               |               | Corridor       | <input type="checkbox"/>            | 2060 |                       |       |
| A-61A          |               |               | Corridor       | <input type="checkbox"/>            | 947  |                       |       |
| A-61B          |               |               | Corridor       | <input type="checkbox"/>            | 1047 |                       |       |
| A-61C          |               |               | Corridor       | <input type="checkbox"/>            | 609  |                       |       |
| A-62           |               |               | Corridor       | <input type="checkbox"/>            | 733  |                       |       |
| A-63           |               |               | Corridor       | <input type="checkbox"/>            | 493  |                       |       |
| A-64           |               |               | Corridor       | <input type="checkbox"/>            | 1062 |                       |       |
| A-65           |               |               | Corridor       | <input type="checkbox"/>            | 579  |                       |       |
| A-66           |               |               | Corridor       | <input type="checkbox"/>            | 767  |                       |       |
| A-7            | W-4           | W-4           | Office         | <input type="checkbox"/>            | 134  |                       |       |
| A-8            | W-4           | W-4           | Office         | <input type="checkbox"/>            | 116  |                       |       |
| A-9            | W-3           | W-3           | Reception      | <input type="checkbox"/>            | 288  |                       |       |
|                |               |               | Custodian      | <input type="checkbox"/>            | 50   |                       |       |
|                |               |               | Vault          | <input type="checkbox"/>            | 74   |                       |       |
|                |               |               | Unspecified    | <input type="checkbox"/>            | 1193 |                       |       |
|                |               |               | Hallway        | <input type="checkbox"/>            | 69   |                       |       |
|                | W-10          | W-10          | Student Center | <input type="checkbox"/>            | 485  |                       |       |
|                |               |               | Work Room      | <input type="checkbox"/>            | 190  |                       |       |
|                |               |               | A.V. Room      | <input type="checkbox"/>            | 215  |                       |       |
|                |               |               | Librarian      | <input type="checkbox"/>            | 141  |                       |       |
|                | W-11          | W-11          | Classroom      | <input type="checkbox"/>            | 449  |                       |       |
|                |               |               | Clerk          | <input type="checkbox"/>            | 340  |                       |       |
|                |               |               | Custodian      | <input type="checkbox"/>            | 142  |                       |       |
|                |               |               | MDF Room       | <input type="checkbox"/>            | 238  |                       |       |
| A-6            | W-15A         | W-15A         | Reception      | <input type="checkbox"/>            | 93   |                       |       |

Comments

| District Use | Charter Use | Capital Improvement | Shared Use |
|--------------|-------------|---------------------|------------|
|              | 430         |                     |            |
|              | 753         |                     |            |
|              | 485         |                     |            |
|              | 733         |                     |            |
|              | 144         |                     |            |
|              | 98          |                     |            |
|              | 1225        |                     |            |
|              | 757         |                     |            |
|              | 731         |                     |            |
|              | 1650        |                     |            |
|              | 1492        |                     |            |
|              | 1648        |                     |            |
|              | 45          |                     |            |
|              | 143         |                     |            |
|              | 1650        |                     |            |
|              | 1752        |                     |            |
|              | 907         |                     |            |
|              | 780         |                     |            |
|              | 1249        |                     |            |
|              | 139         |                     |            |
|              | 938         |                     |            |
|              | 908         |                     |            |
|              | 160         |                     |            |
|              | 2060        |                     |            |
|              | 947         |                     |            |
|              | 1047        |                     |            |
|              | 609         |                     |            |
|              | 733         |                     |            |
|              | 493         |                     |            |
|              | 1062        |                     |            |
|              | 579         |                     |            |
|              | 767         |                     |            |
|              | 134         |                     |            |
|              | 116         |                     |            |
|              | 288         |                     |            |
|              | 50          |                     |            |
|              | 74          |                     |            |
|              | 1193        |                     |            |
|              | 69          |                     |            |
|              | 485         |                     |            |
|              | 190         |                     |            |
|              | 215         |                     |            |
|              | 141         |                     |            |
|              | 449         |                     |            |
|              | 340         |                     |            |
|              | 142         |                     |            |
|              | 238         |                     |            |
|              | 93          |                     |            |

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|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 |        | 0          |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 |        | 0          |
| 0  | 0    |        | 0          |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use        | Classroom Use            | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|-----------------|--------------------------|------|-----------------------|-------|
| A-6            | W-15B         | W-15B         | VP.             | <input type="checkbox"/> | 142  |                       |       |
|                |               |               | Electrical Room | <input type="checkbox"/> | 68   |                       |       |
|                |               |               | Electrical Room | <input type="checkbox"/> | 45   |                       |       |
|                |               |               | Storage         | <input type="checkbox"/> | 56   |                       |       |

BUILDING AREA TOTAL 59,999  
 COVERED WALKWAYS 0  
 CLASSROOMS 28

Comments

| District Use | Charter Use | Capital Improvement | Shared Use |
|--------------|-------------|---------------------|------------|
|              | 142         |                     |            |
|              | 68          |                     |            |
|              | 45          |                     |            |
|              | 56          |                     |            |

| Bldg. 002 | Commons |  |              | 1974                     | 36964  |
|-----------|---------|--|--------------|--------------------------|--------|
| S201      |         |  | Food Storage | <input type="checkbox"/> | 181    |
| S204      |         |  | Stairs       | <input type="checkbox"/> | 59     |
|           |         |  | Storage      | <input type="checkbox"/> | 493    |
| Z200      |         |  | Storage      | <input type="checkbox"/> | 25     |
| Z201      |         |  | Snack Bar    | <input type="checkbox"/> | 184    |
| K202      |         |  | Scullery     | <input type="checkbox"/> | 173    |
| S203      |         |  | Lockers      | <input type="checkbox"/> | 45     |
| T201      |         |  | Toilet       | <input type="checkbox"/> | 23     |
| K201      |         |  | Kitchen      | <input type="checkbox"/> | 125    |
| C201      |         |  | Office       | <input type="checkbox"/> | 76     |
| S202      |         |  | Storage      | <input type="checkbox"/> | 92     |
| U200      |         |  | Multi-use    | <input type="checkbox"/> | 16,412 |
|           |         |  | Clock Tower  | <input type="checkbox"/> | 1,024  |
|           |         |  | Unspecified  | <input type="checkbox"/> | 1,816  |

BUILDING AREA TOTAL 20,728  
 COVERED WALKWAYS 600  
 CLASSROOMS 0

|        |
|--------|
| 181    |
| 59     |
| 493    |
| 25     |
| 184    |
| 173    |
| 45     |
| 23     |
| 125    |
| 76     |
| 92     |
| 16,412 |
| 1,024  |
| 1,816  |

| Bldg. 003 | East Wing |      |           | 1974                                | 36964 |
|-----------|-----------|------|-----------|-------------------------------------|-------|
| C-1       | E-39      | E-39 | Classroom | <input checked="" type="checkbox"/> | 937   |
| C-2       | E-38      | E-38 | Classroom | <input checked="" type="checkbox"/> | 910   |
| C-3       | E-37      | E-37 | Classroom | <input checked="" type="checkbox"/> | 909   |
| C-4       | E-13      | E-13 | Auto Shop | <input type="checkbox"/>            | 2101  |
| C-4A      |           |      | Office    | <input type="checkbox"/>            | 118   |
| C-5       | E-36      | E-36 | Lab       | <input type="checkbox"/>            | 1693  |
| C-6       | E-35      | E-35 | Classroom | <input checked="" type="checkbox"/> | 907   |
| C-7       | E-34      | E-34 | Lab       | <input type="checkbox"/>            | 1366  |
| C-8       | E-33      | E-33 | Lab       | <input type="checkbox"/>            | 1855  |
| C-9       | E-40      | E-40 | Classroom | <input checked="" type="checkbox"/> | 905   |
| C-10      | E-12      | E-12 | Classroom | <input checked="" type="checkbox"/> | 882   |
| C-11      | E-11      | E-11 | Classroom | <input checked="" type="checkbox"/> | 876   |
| C-13      |           |      | Storage   | <input type="checkbox"/>            | 169   |
|           |           |      | Mens      | <input type="checkbox"/>            | 171   |
|           |           |      | Womens    | <input type="checkbox"/>            | 149   |
|           |           |      | Custodian | <input type="checkbox"/>            | 66    |
| C-14      | E-17      | E-17 | Classroom | <input checked="" type="checkbox"/> | 880   |

|      |
|------|
| 937  |
| 910  |
| 909  |
| 2101 |
| 118  |
| 1693 |
| 907  |
| 1366 |
| 1855 |
| 905  |
| 882  |
| 876  |
| 169  |
| 171  |
| 149  |
| 66   |
| 880  |

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 |        | 0          |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 |        | 0          |
| 0  | 0    |        | 0          |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use     | Classroom Use                       | Area | Year Built/ Modernized | DSA # |
|----------------|---------------|---------------|--------------|-------------------------------------|------|------------------------|-------|
| C-15           | E-18          | E-18          | Lab          | <input type="checkbox"/>            | 1325 |                        |       |
| C-16           | E-10A         | E-10A         | Office       | <input type="checkbox"/>            | 105  |                        |       |
| C-17           | E-10B         | E-10B         | Office       | <input type="checkbox"/>            | 198  |                        |       |
| C-18           | E-8           | E-8           | Classroom    | <input checked="" type="checkbox"/> | 875  |                        |       |
| C-19           | E-16          | E-16          | Computer Lab | <input type="checkbox"/>            | 781  |                        |       |
| C-20           | E-20          | E-20          | Office       | <input type="checkbox"/>            | 182  |                        |       |
| C-21           | E-15          | E-15          | Classroom    | <input checked="" type="checkbox"/> | 1307 |                        |       |
| C-21A          |               |               | Storage      | <input type="checkbox"/>            | 446  |                        |       |
|                |               |               | Dark Room    | <input type="checkbox"/>            | 56   |                        |       |
| C-22           | E-21          | E-21          | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-23           | E-9           | E-9           | Computer Lab | <input type="checkbox"/>            | 1176 |                        |       |
| C-24           | E-6           | E-6           | Computer Lab | <input type="checkbox"/>            | 789  |                        |       |
| C-25           | E-19          | E-19          | Classroom    | <input checked="" type="checkbox"/> | 866  |                        |       |
| C-26           | E-32          | E-32          | Classroom    | <input checked="" type="checkbox"/> | 1212 |                        |       |
| C-27           |               |               | Dark Room    | <input type="checkbox"/>            | 299  |                        |       |
| C-28           | E-7           | E-7           | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-29           | E-14          | E-14          | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-30           | E-22          | E-22          | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-31           | E-23          | E-23          | Classroom    | <input checked="" type="checkbox"/> | 896  |                        |       |
| C-31A          | E-42          | E-42          | Office       | <input type="checkbox"/>            | 459  |                        |       |
| C-32           |               |               | Storage      | <input type="checkbox"/>            | 87   |                        |       |
|                |               |               | IDF          | <input type="checkbox"/>            | 52   |                        |       |
| C-33           | E-7           | E-7           | Classroom    | <input checked="" type="checkbox"/> | 887  |                        |       |
| C-35           | E-24A         | E-24A         | Office       | <input type="checkbox"/>            | 435  |                        |       |
| C-36           | E-24B         | E-24B         | Office       | <input type="checkbox"/>            | 435  |                        |       |
| C-38           | E-25          | E-25          | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-39           | E-31          | E-31          | Ceramic Lab  | <input type="checkbox"/>            | 1521 |                        |       |
|                | E-41          | E-41          | Kiln Room    | <input type="checkbox"/>            | 135  |                        |       |
| C-40           | E-43          | E-43          | Classroom    | <input checked="" type="checkbox"/> | 898  |                        |       |
| C-41A          | E-5           | E-5           | Office       | <input type="checkbox"/>            | 431  |                        |       |
| C-41B          | E-4           | E-4           | Office       | <input type="checkbox"/>            | 431  |                        |       |
|                |               |               | Custodian    | <input type="checkbox"/>            | 25   |                        |       |
| C-42           | E-2           | E-2           | Prncipal     | <input type="checkbox"/>            | 294  |                        |       |
| C-43           | E-1           | E-1           | Reception    | <input type="checkbox"/>            | 305  |                        |       |
| C-44A          | E-26A         | E-26A         | Office       | <input type="checkbox"/>            | 204  |                        |       |
| C-44B          | E-26B         | E-26B         | Office       | <input type="checkbox"/>            | 313  |                        |       |
|                |               |               | Office       | <input type="checkbox"/>            | 32   |                        |       |
|                |               |               | Custodian    | <input type="checkbox"/>            | 93   |                        |       |
| C-45           |               |               | Storage      | <input type="checkbox"/>            | 190  |                        |       |
| C-46           |               |               | Storage      | <input type="checkbox"/>            | 154  |                        |       |
| C-47           | E-44          | E-44          | Classroom    | <input checked="" type="checkbox"/> | 908  |                        |       |
| C-48           | E-3           | E-3           | Classroom    | <input checked="" type="checkbox"/> | 879  |                        |       |
| C-103          |               |               | Womens       | <input type="checkbox"/>            | 147  |                        |       |
|                |               |               | Women        | <input type="checkbox"/>            | 31   |                        |       |
| C-104          |               |               | Mens         | <input type="checkbox"/>            | 147  |                        |       |
|                |               |               | Men          | <input type="checkbox"/>            | 31   |                        |       |
| C-49           |               |               | Event Center | <input type="checkbox"/>            | 6782 |                        |       |
| C-105          |               |               | Womens       | <input type="checkbox"/>            | 147  |                        |       |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          |              | 1325        |                     |            |
|          |              | 105         |                     |            |
|          |              | 198         |                     |            |
|          |              | 875         |                     |            |
|          |              | 781         |                     |            |
|          |              | 182         |                     |            |
|          |              | 1307        |                     |            |
|          |              | 446         |                     |            |
|          |              | 56          |                     |            |
|          |              | 879         |                     |            |
|          |              | 1176        |                     |            |
|          |              | 789         |                     |            |
|          |              | 866         |                     |            |
|          |              | 1212        |                     |            |
|          |              | 299         |                     |            |
|          |              | 879         |                     |            |
|          |              | 879         |                     |            |
|          |              | 879         |                     |            |
|          |              | 896         |                     |            |
|          |              | 459         |                     |            |
|          |              | 87          |                     |            |
|          |              | 52          |                     |            |
|          |              | 887         |                     |            |
|          |              | 435         |                     |            |
|          |              | 435         |                     |            |
|          |              | 879         |                     |            |
|          |              | 1521        |                     |            |
|          |              | 135         |                     |            |
|          |              | 898         |                     |            |
|          |              | 431         |                     |            |
|          |              | 431         |                     |            |
|          |              | 25          |                     |            |
|          |              | 294         |                     |            |
|          |              | 305         |                     |            |
|          |              | 204         |                     |            |
|          |              | 313         |                     |            |
|          |              | 32          |                     |            |
|          |              | 93          |                     |            |
|          |              | 190         |                     |            |
|          |              | 154         |                     |            |
|          |              | 908         |                     |            |
|          |              | 879         |                     |            |
|          |              | 147         |                     |            |
|          |              | 31          |                     |            |
|          |              | 147         |                     |            |
|          |              | 31          |                     |            |
|          |              | 6782        |                     |            |
|          |              | 147         |                     |            |

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 |        | 0          |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 |        | 0          |
| 0  | 0    |        | 0          |

| Key  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use      | Classroom Use                       | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|---------------|-------------------------------------|------|-----------------------|-------|
|                |               |               | Women         | <input type="checkbox"/>            | 31   |                       |       |
| C-106          |               |               | Mens          | <input type="checkbox"/>            | 146  |                       |       |
|                |               |               | Men           | <input type="checkbox"/>            | 31   |                       |       |
| C-50           | E-27          | E-27          | Art Classroom | <input checked="" type="checkbox"/> | 877  |                       |       |
| C-51           | E-30          | E-30          | Art Classroom | <input checked="" type="checkbox"/> | 906  |                       |       |
| C-52           | E-28          | E-28          | Art Classroom | <input checked="" type="checkbox"/> | 908  |                       |       |
| C-53           | E-29          | E-29          | Art Classroom | <input checked="" type="checkbox"/> | 938  |                       |       |
| C-55           |               |               | Corridor      | <input type="checkbox"/>            | 532  |                       |       |
| C-56A          |               |               | Corridor      | <input type="checkbox"/>            | 1209 |                       |       |
| C-56B          |               |               | Corridor      | <input type="checkbox"/>            | 1353 |                       |       |
| C-56C          |               |               | Corridor      | <input type="checkbox"/>            | 1109 |                       |       |
| C-57           |               |               | Corridor      | <input type="checkbox"/>            | 531  |                       |       |
| C-58           |               |               | Corridor      | <input type="checkbox"/>            | 1075 |                       |       |
| C-59           |               |               | Corridor      | <input type="checkbox"/>            | 532  |                       |       |

Comments

| District Use | Charter Use | Capital Improvement | Shared Use |
|--------------|-------------|---------------------|------------|
|              | 31          |                     |            |
|              | 146         |                     |            |
|              | 31          |                     |            |
|              | 877         |                     |            |
|              | 906         |                     |            |
|              | 908         |                     |            |
|              | 938         |                     |            |
|              | 532         |                     |            |
|              | 1209        |                     |            |
|              | 1353        |                     |            |
|              | 1109        |                     |            |
|              | 531         |                     |            |
|              | 1075        |                     |            |
|              | 532         |                     |            |
|              | 1,980       |                     |            |

|                     |        |
|---------------------|--------|
| BUILDING AREA TOTAL | 56,433 |
| COVERED WALKWAYS    | 1,980  |
| CLASSROOMS          | 26     |

| Bldg. 004                       | Auditorium |         |               | 1937                                | 2772   |
|---------------------------------|------------|---------|---------------|-------------------------------------|--------|
| <b>1st Floor</b>                |            |         |               |                                     |        |
|                                 |            |         | Corridors     | <input type="checkbox"/>            | 2,258  |
|                                 |            |         | Foyer         | <input type="checkbox"/>            | 260    |
|                                 |            |         | Stairs        | <input type="checkbox"/>            | 433    |
|                                 |            |         | Stage         | <input type="checkbox"/>            | 4,248  |
|                                 |            |         | Assembly      | <input type="checkbox"/>            | 6,390  |
|                                 |            |         | Storage       | <input type="checkbox"/>            | 3,177  |
|                                 |            |         | Toilets       | <input type="checkbox"/>            | 573    |
|                                 |            |         | Practice Room | <input type="checkbox"/>            | 613    |
|                                 | Aud 303    | Aud 303 | Classroom     | <input checked="" type="checkbox"/> | 1,044  |
|                                 | Aud 301    | Aud 301 | Classrooms    | <input checked="" type="checkbox"/> | 1,044  |
| <b>Subtotal 1st Floor</b>       |            |         |               |                                     | 20,040 |
| <b>Mezzanine Level</b>          |            |         |               |                                     |        |
|                                 |            |         | Corridors     | <input type="checkbox"/>            | 165    |
|                                 |            |         | Stairs        | <input type="checkbox"/>            | 156    |
|                                 |            |         | Toilets       | <input type="checkbox"/>            | 330    |
|                                 |            |         | Storage       | <input type="checkbox"/>            | 165    |
| <b>Subtotal Mezzanine Level</b> |            |         |               |                                     | 816    |
| <b>2nd Floor</b>                |            |         |               |                                     |        |
|                                 |            |         | Stairs        | <input type="checkbox"/>            | 366    |
|                                 |            |         | Foyer         | <input type="checkbox"/>            | 230    |
|                                 |            |         | Storage       | <input type="checkbox"/>            | 500    |
|                                 | Aud 302    | Aud 302 | Classroom     | <input checked="" type="checkbox"/> | 1,925  |

|       |
|-------|
| 2,258 |
| 260   |
| 433   |
| 4,248 |
| 6,390 |
| 3,177 |
| 573   |
| 613   |
| 1,044 |
| 1,044 |
| 165   |
| 156   |
| 330   |
| 165   |
| 366   |
| 230   |
| 500   |
| 1,925 |



School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |  | 166,084.00 |
|--|------|--|------------|
| Sq Footage Rate                          |      |  |            |
| 106,124                                  | 0.00 |  | 0          |
| 166,084                                  | 1.00 |  | 166084     |
| 0  | 0.33 |  | 0          |
| 0  | 0    |  | 0          |

| Key  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code            | Bldg/Room No. | Classroom No. | Room Use | Classroom Use            | Area  | Year Built/Modernized | DSA # |
|---------------------------|---------------|---------------|----------|--------------------------|-------|-----------------------|-------|
|                           |               |               | Assembly | <input type="checkbox"/> | 4,779 |                       |       |
| <b>Subtotal 2nd Floor</b> |               |               |          |                          | 7,800 |                       |       |

|                     |        |
|---------------------|--------|
| BUILDING AREA TOTAL | 28,656 |
| COVERED WALKWAYS    | 188    |
| CLASSROOMS          | 3      |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          | 4,779        |             |                     |            |

| Bldg. 005 | Dance Annex |      |           |                                     | 1937  | 2772 |
|-----------|-------------|------|-----------|-------------------------------------|-------|------|
|           | DA 3        | DA 3 | Classroom | <input checked="" type="checkbox"/> | 1,140 |      |
|           | DA 2        | DA 2 | Classroom | <input checked="" type="checkbox"/> | 945   |      |
|           | DA 1        | DA 1 | Classroom | <input checked="" type="checkbox"/> | 3,182 |      |
|           |             |      | Storage   | <input type="checkbox"/>            | 394   |      |
|           |             |      | Costumes  | <input type="checkbox"/>            | 225   |      |
|           |             |      | Corridor  | <input type="checkbox"/>            | 324   |      |

|                     |       |
|---------------------|-------|
| BUILDING AREA TOTAL | 6,210 |
| COVERED WALKWAYS    | 948   |
| CLASSROOMS          | 3     |

|       |
|-------|
| 1,140 |
| 945   |
| 3,182 |
| 394   |
| 225   |
| 324   |

| Bldg. 006        | Pavilion Gym |  |              |                          | 1937  | 2772 |
|------------------|--------------|--|--------------|--------------------------|-------|------|
| <b>1st Floor</b> |              |  |              |                          |       |      |
| H602             |              |  | Corridor     | <input type="checkbox"/> | 1,762 |      |
| V009             |              |  | Medical Exam | <input type="checkbox"/> | 587   |      |
| H601             |              |  | Corridor     | <input type="checkbox"/> | 1,186 |      |
| C005             |              |  | Instructor   | <input type="checkbox"/> | 156   |      |
| SFTB             |              |  | Drying       | <input type="checkbox"/> | 516   |      |
| R601             |              |  | Team Lockers | <input type="checkbox"/> | 4,117 |      |
| SX61             |              |  | Storage      | <input type="checkbox"/> | 223   |      |
| SX63             |              |  | Instructor   | <input type="checkbox"/> | 160   |      |
| SX62             |              |  | Equipment    | <input type="checkbox"/> | 436   |      |
| SH61             |              |  | Storage      | <input type="checkbox"/> | 176   |      |
| SNW6             |              |  | Storage      | <input type="checkbox"/> | 136   |      |
|                  |              |  | Office       | <input type="checkbox"/> | 111   |      |
| O002             |              |  | Office       | <input type="checkbox"/> | 356   |      |
| SC04             |              |  | Storage      | <input type="checkbox"/> | 111   |      |
| C004             |              |  | Instructor   | <input type="checkbox"/> | 140   |      |
| R602             |              |  | Team Lockers | <input type="checkbox"/> | 3,559 |      |
| TR65             |              |  | Showers      | <input type="checkbox"/> | 1,067 |      |
| B600             |              |  | Pump Room    | <input type="checkbox"/> | 387   |      |
| ZC60             |              |  | Wash Room    | <input type="checkbox"/> | 237   |      |
| TR6T             |              |  | Toilet       | <input type="checkbox"/> | 302   |      |
| SR61             |              |  | Storage      | <input type="checkbox"/> | 166   |      |
| C006             |              |  | Instructor   | <input type="checkbox"/> | 139   |      |

|       |
|-------|
| 1,762 |
| 587   |
| 1,186 |
| 156   |
| 516   |
| 4,117 |
| 223   |
| 160   |
| 436   |
| 176   |
| 136   |
| 111   |
| 356   |
| 111   |
| 140   |
| 3,559 |
| 1,067 |
| 387   |
| 237   |
| 302   |
| 166   |
| 139   |

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 | 0      |            |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 | 0      |            |
| 0  | 0    | 0      |            |

| Key  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code            | Bldg/Room No. | Classroom No. | Room Use       | Classroom Use                       | Area   | Year Built/Modernized | DSA # |
|---------------------------|---------------|---------------|----------------|-------------------------------------|--------|-----------------------|-------|
| SC06                      |               |               | Drying         | <input type="checkbox"/>            | 343    |                       |       |
| SME6                      |               |               | Storage        | <input type="checkbox"/>            | 131    |                       |       |
| C007                      |               |               | Instructor     | <input type="checkbox"/>            | 167    |                       |       |
| C008                      |               |               | Instructor     | <input type="checkbox"/>            | 130    |                       |       |
| F600                      |               |               | Lobby          | <input type="checkbox"/>            | 2,631  |                       |       |
| SSEO                      |               |               | Storage        | <input type="checkbox"/>            | 536    |                       |       |
| V601                      |               |               | Football Stor. | <input type="checkbox"/>            | 1,055  |                       |       |
| V602                      |               |               | Classroom      | <input checked="" type="checkbox"/> | 1,079  |                       |       |
| H600                      |               |               | Corridor       | <input type="checkbox"/>            | 1,949  |                       |       |
| HTW6                      |               |               | Vestibule      | <input type="checkbox"/>            | 37     |                       |       |
| J600                      |               |               | Custodian      | <input type="checkbox"/>            | 78     |                       |       |
| SH6X                      |               |               | Storage        | <input type="checkbox"/>            | 41     |                       |       |
| SW60                      |               |               | Storage        | <input type="checkbox"/>            | 107    |                       |       |
| TW60                      |               |               | Toilet (Men)   | <input type="checkbox"/>            | 247    |                       |       |
| ZBX1                      |               |               | Tickets        | <input type="checkbox"/>            | 88     |                       |       |
| CR0P                      |               |               | Storage        | <input type="checkbox"/>            | 445    |                       |       |
|                           |               |               | Refreshments   | <input type="checkbox"/>            | 231    |                       |       |
| SS86                      |               |               | Storage        | <input type="checkbox"/>            | 179    |                       |       |
| R010                      |               |               | Dressing Rm    | <input type="checkbox"/>            | 325    |                       |       |
| R011                      |               |               | Lockers        | <input type="checkbox"/>            | 622    |                       |       |
| C0F7                      |               |               | Gym            | <input type="checkbox"/>            | 12,648 |                       |       |
| T10S                      |               |               | Shower         | <input type="checkbox"/>            | 75     |                       |       |
| T11S                      |               |               | Shower         | <input type="checkbox"/>            | 112    |                       |       |
| SH60                      |               |               | Lounge         | <input type="checkbox"/>            | 117    |                       |       |
| SE60                      |               |               | Storage        | <input type="checkbox"/>            | 80     |                       |       |
| T10T                      |               |               | Toilet         | <input type="checkbox"/>            | 58     |                       |       |
| T11T                      |               |               | Toilet         | <input type="checkbox"/>            | 87     |                       |       |
| ZBX2                      |               |               | Tickets        | <input type="checkbox"/>            | 83     |                       |       |
| TW60                      |               |               | Toilet (Women) | <input type="checkbox"/>            | 247    |                       |       |
|                           |               |               | Unspecified    | <input type="checkbox"/>            | 778    |                       |       |
| <b>Subtotal 1st Floor</b> |               |               |                |                                     | 40,736 |                       |       |
| <b>2nd Floor</b>          |               |               |                |                                     |        |                       |       |
| M600                      |               |               | Mechanical     | <input type="checkbox"/>            | 1,804  |                       |       |
| S261                      |               |               | Storage        | <input type="checkbox"/>            | 172    |                       |       |
| ZG60                      |               |               | Broad. Booth   | <input type="checkbox"/>            | 101    |                       |       |
| HTMF                      |               |               | Vestibule      | <input type="checkbox"/>            | 70     |                       |       |
| TMF2                      |               |               | Toilet (Men)   | <input type="checkbox"/>            | 230    |                       |       |
| HTWF                      |               |               | Lounge         | <input type="checkbox"/>            | 99     |                       |       |
| TWF2                      |               |               | Toilet (Women) | <input type="checkbox"/>            | 204    |                       |       |
| <b>Subtotal 2nd Floor</b> |               |               |                |                                     | 2,680  |                       |       |

Comments

| District Use               | Charter Use | Capital Improvement | Shared Use |
|----------------------------|-------------|---------------------|------------|
| 343                        |             |                     |            |
| 131                        |             |                     |            |
| 167                        |             |                     |            |
| 130                        |             |                     |            |
| 2,631                      |             |                     |            |
| 536                        |             |                     |            |
| 1,055                      |             |                     |            |
| 1,079                      |             |                     |            |
| 1,949                      |             |                     |            |
| 37                         |             |                     |            |
| 78                         |             |                     |            |
| 41                         |             |                     |            |
| 107                        |             |                     |            |
| 247                        |             |                     |            |
| 88                         |             |                     |            |
| 445                        |             |                     |            |
| 231                        |             |                     |            |
| 179                        |             |                     |            |
| 325                        |             |                     |            |
| 622                        |             |                     |            |
| 12,648                     |             |                     |            |
| 75                         |             |                     |            |
| 112                        |             |                     |            |
| 117                        |             |                     |            |
| 80                         |             |                     |            |
| 58                         |             |                     |            |
| 87                         |             |                     |            |
| 83                         |             |                     |            |
| 247                        |             |                     |            |
| 778                        |             |                     |            |
| <b>Subtotal 1st Floor</b>  |             |                     |            |
| <b>2nd Floor</b>           |             |                     |            |
| 1,804                      |             |                     |            |
| 172                        |             |                     |            |
| 101                        |             |                     |            |
| 70                         |             |                     |            |
| 230                        |             |                     |            |
| 99                         |             |                     |            |
| 204                        |             |                     |            |
| <b>Subtotal 2nd Floor</b>  |             |                     |            |
| <b>BUILDING AREA TOTAL</b> |             |                     |            |
| 43,416                     |             |                     |            |
| <b>COVERED WALKWAYS</b>    |             |                     |            |
| 1,256                      |             |                     |            |
| <b>Subtotal</b>            |             |                     |            |
| 1,256                      |             |                     |            |

School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 166,084.00 |
|--|------|--------|------------|
| Sq Footage Rate                          |      |        |            |
| 106,124                                  | 0.00 |        | 0          |
| 166,084                                  | 1.00 | 166084 |            |
| 0  | 0.33 |        | 0          |
| 0  | 0    |        | 0          |

| Key  |  |
|--|--|
| District Use   |  |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |  |
| Charter Use Only (Discounted based on Capital Improvement) |  |
| Shared Use   |  |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/ Modernized | DSA # |
|----------------|---------------|---------------|----------|---------------|------|------------------------|-------|
|----------------|---------------|---------------|----------|---------------|------|------------------------|-------|

Comments

| District Use | Charter Use | Capital Improvement | Shared Use |
|--------------|-------------|---------------------|------------|
|--------------|-------------|---------------------|------------|

CLASSROOMS 1

| Bldg. 007 | Fieldhouse Gym |               |                                     | 1974  | 36964 |
|-----------|----------------|---------------|-------------------------------------|-------|-------|
|           |                | Equipment     | <input type="checkbox"/>            | 138   |       |
| H710      |                | Vestibule     | <input type="checkbox"/>            | 212   |       |
| H708      |                | Vestibule     | <input type="checkbox"/>            | 212   |       |
| O709      |                | Exercise      | <input type="checkbox"/>            | 858   |       |
|           |                | Storage       | <input type="checkbox"/>            | 115   |       |
| S711      |                | Storage       | <input type="checkbox"/>            | 211   |       |
|           |                | Storage       | <input type="checkbox"/>            | 119   |       |
| C700      |                | Student Store | <input type="checkbox"/>            | 518   |       |
|           |                | Storage       | <input type="checkbox"/>            | 292   |       |
| V700      |                | Dance         | <input type="checkbox"/>            | 3,826 |       |
|           |                | Vestibule     | <input type="checkbox"/>            | 88    |       |
| V701      |                | Gymnastics    | <input type="checkbox"/>            | 3,343 |       |
|           |                | Classroom     | <input checked="" type="checkbox"/> | 2,072 |       |
|           |                | Vestibule     | <input type="checkbox"/>            | 49    |       |
|           |                | Coaches       | <input type="checkbox"/>            | 347   |       |
| H700      |                | Corridor      | <input type="checkbox"/>            | 648   |       |
| C705      |                | Office        | <input type="checkbox"/>            | 432   |       |
| T708      |                | Lockers       | <input type="checkbox"/>            | 179   |       |
| S700      |                | Storage       | <input type="checkbox"/>            | 95    |       |
| B700      |                | Boiler        | <input type="checkbox"/>            | 568   |       |
| S707      |                | Showers       | <input type="checkbox"/>            | 794   |       |
|           |                | Toilet        | <input type="checkbox"/>            | 260   |       |
| S701      |                | Storage       | <input type="checkbox"/>            | 187   |       |
|           |                | Corridor      | <input type="checkbox"/>            | 1,933 |       |
| J703      |                | Custodian     | <input type="checkbox"/>            | 73    |       |
| G700      |                | Gymnasium     | <input type="checkbox"/>            | 7,651 |       |
|           |                | Unaccounted   | <input type="checkbox"/>            | 230   |       |

|       |
|-------|
| 138   |
| 212   |
| 212   |
| 858   |
| 115   |
| 211   |
| 119   |
| 518   |
| 292   |
| 3,826 |
| 88    |
| 3,343 |
| 2,072 |
| 49    |
| 347   |
| 648   |
| 432   |
| 179   |
| 95    |
| 568   |
| 794   |
| 260   |
| 187   |
| 1,933 |
| 73    |
| 7,651 |
| 230   |

BUILDING AREA TOTAL 25,450  
 COVERED WALKWAYS 0  
 CLASSROOMS 1

| Bldg. 008 | Pool Building |              |                          | 1967  | 29154 |
|-----------|---------------|--------------|--------------------------|-------|-------|
|           |               | Locker Rooms | <input type="checkbox"/> | 1,748 |       |
|           |               | Toilets      | <input type="checkbox"/> | 520   |       |
|           |               | Showers      | <input type="checkbox"/> | 923   |       |
|           |               | Office       | <input type="checkbox"/> | 871   |       |
|           |               | Lobby        | <input type="checkbox"/> | 372   |       |
|           |               | Storage      | <input type="checkbox"/> | 671   |       |
|           |               | Mechanical   | <input type="checkbox"/> | 300   |       |

|       |
|-------|
| 1,748 |
| 520   |
| 923   |
| 871   |
| 372   |
| 671   |
| 300   |

BUILDING AREA TOTAL 5,404  
 COVERED WALKWAYS 779  
 CLASSROOMS 0

779



School Name: Sacramento High School  
 School Code: 550  
 Site Area: 26.12 Acres  
 Year Built: 1937, 1967 & 1974  
 A.P.N. 010-0010-002  
 Address: 2315 - 34th Street, Sacramento, CA 95817

**UTILITY %: 95.7%**

| <b>TOTAL SQUARE FOOTAGE for FEE CALCULATION</b> |      |        | <b>166,084.00</b> |
|---|------|--------|-------------------|
| Sq Footage Rate                                 |      |        |                   |
| 106,124   | 0.00 | 0      |                   |
| 166,084   | 1.00 | 166084 |                   |
| 0   | 0.33 | 0      |                   |
| 0   | 0    | 0      |                   |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code   | Bldg/Room No. | Classroom No. | Room Use | Classroom Use | Area | Year Built/Modernized | DSA #          |
|--|---------------|---------------|----------|---------------|------|-----------------------|----------------|
| Total Charter Space at Reduced Facility Use Fee                                      |               |               |          |               |      |                       | 0              |
| Reduced Cost Charter Space based on Capital Improvements (XX% Discount)              |               |               |          |               |      |                       |                |
| Total Exclusive Charter Space  |               |               |          |               |      |                       | 166,084        |
| Total Exclusive District Space   |               |               |          |               |      |                       | 106,124        |
| Total Shared Space   |               |               |          |               |      |                       | 0              |
| Ratio of Charter to District Space (Total Charter / Total Site Area)                 |               |               |          |               |      |                       | 38.99%         |
| Share Space Allocated to Charter (Ratio * Total Shared)                              |               |               |          |               |      |                       | 0              |
| <b>Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared)</b> |               |               |          |               |      |                       | <b>166,084</b> |
| <b>Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)</b>      |               |               |          |               |      |                       | <b>61.01%</b>  |

Comments

| <u>District Use</u> | <u>Charter Use</u> | <u>Capital Improvement</u> | <u>Shared Use</u> |
|---------------------|--------------------|----------------------------|-------------------|
|---------------------|--------------------|----------------------------|-------------------|

EXHIBIT 1B



- SCUSD Use Only
- Charter Use
- Capitol Improvement
- Shared Use



# EXHIBIT 2

| <b>"Pro-Rata" Facility Fee Calculation for Charter School Facilities</b>   |  |  |               |  |                |
|--|--|--|---------------|--|----------------|
| St. Hope Public School, Sacramento Charter High School & PS7 Middle School, 34th Street Site; School Year: 2024-2025 |  |  |               |  |                |
| <b>Footage Fee Calculation (from FUA):</b>   | <b>166,084.00</b>  | <b>% Utilities</b>                                   | <b>61.01%</b> |  |                |
| <b>Unrestricted 0000-2999 resources</b>  |  | Projected Rate<br>(Based on 24-25<br>Revised Budget) |               | Actual Rate (Based<br>on 23-24 Actual<br>Expenditures) |                |
| Obj 5740/5741 and 80% of 5690  | Maintenance Services   | \$672,675.39   |               | TBD  |                |
| Object Code TBD  | Projects Eligible for Funding but Not Funded (Defd. Maint)                 | \$0.00   |               | TBD  |                |
| Obj 6100-6299  | Unrestricted Facilities Acquisition and Construction                       | \$11,958.13  |               | TBD  |                |
| Obj 5620   | Unrestricted Facilities Rents or Leases                                    | \$146,200.00   |               | TBD  |                |
| Obj 7615, 8540, 8915   | Unrestricted Transfer to Deferred Maintenance                              | \$0.00   |               | TBD  |                |
| Obj 7438/7439 - Loc 0852   | Unrestricted Debt Service Costs  | \$5,466,294.00                                       |               | TBD  |                |
| Res 8150, Obj 8980 Contribution  | Unrestricted Transfer to Routine Repair and Maintenance                    | \$18,493,200.00                                      |               | TBD  |                |
| <b>Total Expenditures</b>  | <b>Total Expenditures</b>  | <b>\$24,790,327.52</b>                               |               | TBD  |                |
| All Sites/Adult/Admin/Charter Schools  | Square Footage (Last Updated 11/21)  | 6,514,042  |               | 6,514,042  |                |
|  | <b>Pro-Rata Share Amount</b>   | <b>\$3.81</b>  |               | TBD  |                |
|  |  | Used in Q1 and Q2 Bills                              |               | Used in Q3 and Q4 Bills                                |                |
| <b>Billing Schedule</b>  |  |  |               |  |                |
|  | <b>Invoice Includes:</b>   | <b>Subtotals</b>                                     | <b>Total</b>  | <b>Anticipated By</b>                                  | <b>Due By</b>  |
| Quarter 1 Invoice  | Based on Projected Rate for July, August, September                        | \$158,195.01   | TBD           | August 1st   | September 30th |
|  | Includes Utilities Charges for prior quarter (April, May, June)            | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (April, May June)             | TBD  |               |  |                |
| Quarter 2 Invoice  | Based on Projected Rate for October, November, December                    | \$158,195.01   | TBD           | November 1st   | December 31st  |
|  | Includes Utilities Charges for prior quarter (July, August, September)     | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (July, August, September)     | TBD  |               |  |                |
| Quarter 3 Invoice  | Based on Actual Rate for January, February, March + any needed adjustments | TBD  | TBD           | February 1st   | March 31st     |
|  | Includes Utilities Charges for prior quarter (October, November, December) | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (October, November, December) | TBD  |               |  |                |
| Quarter 4 Invoice  | Based on Actual Rate for April, May, June + any needed adjustments         | TBD  | TBD           | May 1st  | June 30th      |
|  | Includes Utilities Charges for prior quarter (January, February, March)    | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (January, February, March)    | TBD  |               |  |                |
|  |  | <b>Annual Total</b>                                  | <b>TBD</b>    |  |                |

# Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within  
Sacramento City Unified School District Facilities



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# Introduction

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This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

## District Access to Facilities

---

### Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

### Access the Charter Facilities by District Staff

#### Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

### Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

### Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

### Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

## Maintenance

---

### Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

### Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

### Work Orders

The creation and submission of a work order in the District’s work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District’s system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

### Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

### CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

### Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

### Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

### Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

|   |  |                             |
|---|--|-----------------------------|
| Installing an additional hydration station    | Adding a new pickle ball court on the playground | Installing a new garden bed |
| Installing garden irrigation                  | Painting a mural on the site                     | Planting trees and shrubs   |
| Installing benches on the playground or field | Added fencing around the school site             | Added security cameras      |

### Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

### Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

### Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

### HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

### Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

## Operations (Custodial)

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### Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

### Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

### External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

### Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

### Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

# Security

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## District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

## Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

# Utilities

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## Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

## Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.



Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

## Civic Center Act and Facility Use

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### Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

### Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

### Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

## Capital Improvements

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### Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

### District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

### District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

### Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

### Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

### Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

### Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

## Summary of Charges

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Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

| <b>Type of Charge</b>      | <b>Calculation Method</b>   | <b>Billing Timeline</b>   |
|----------------------------|---|---|
| “Pro-Rata” Facility Fee    | <ul style="list-style-type: none"><li>• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.</li><li>• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement</li></ul> | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Utilities                  | Actual Costs  | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Costs for Special Projects | Actual Costs  | <ul style="list-style-type: none"><li>• Billed as charges occur / added to above invoices</li></ul>                     |

**Review of the Charter School Facilities Use Handbook**

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.  
Most Recent Update: April 12, 2024





**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39**  
**Sacramento City Unified School District / Yav Pem Suab Academy**

**THIS FACILITIES USE AGREEMENT** (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Urban Charter Schools Collective a California nonprofit corporation operating the Yav Pem Suab Academy. Urban Charter Schools Collective and Yav Pem Suab Academy are collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

**WHEREAS**, the District is the owner of certain real property located at 7555 S. Land Park Drive, Sacramento, CA, 95831 which is more commonly known as the Lisbon Campus (the “Site”).

**WHEREAS**, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

**WHEREAS**, the Charter School serves students enrolled in Transitional Kindergarten through 6<sup>th</sup> grade, and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

**WHEREAS**, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2027-2028 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

**WHEREAS**, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2028 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
  - a. **Early Termination.**
    - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
  - b. **Option to Extend the Term.**
    - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
  - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
  - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the share use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.
  - ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. As indicated in Exhibit 1, the district reserves sole use of room 14.
  - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
  - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1<sup>st</sup> of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

### 3. FACILITIES USE FEE.

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.



- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
  - i. **No Increase in Insurance.** The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in

writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

## 8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

## 9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
  
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to



review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter

School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School’s alteration, addition, or improvement to the Site, the District shall act as the “lead agency” for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School’s sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School’s use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District’s approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

## 11. ENTRY BY THE DISTRICT.

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
  2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
  3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
  6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
  - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
  - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy



provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
- i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
  - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
  - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School’s charter by the District’s Board of Education or cessation of the Charter School’s program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District’s Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
  - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School’s charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School’s right to possession irrespective of whether the Charter School shall have abandoned the Site.
  - ii. Terminate the Charter School’s right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School’s default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
  - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
  - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
  - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
  - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
  - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
  - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of Urban Charter Schools Collective and Yav Pem Suab Academy.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Yav Pem Suab Academy to a particular course of action or prohibit/restrict Yav Pem Suab Academy from a particular course of action, Urban Charter Schools Collective shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly

facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

|   |  |
|---|--|
| <p><b>DISTRICT:</b><br/>         Sacramento City Unified School District<br/>         5735 47<sup>th</sup> Avenue,<br/>         Sacramento, CA 95824<br/>         Attention: Superintendent’s Office<br/>         Email: Superintendent@scusd.edu</p> | <p><b>CHARTER SCHOOL:</b><br/>         Yav Pem Suab Academy<br/>         7555 S. Land Park Drive<br/>         Sacramento, CA, 95831<br/>         Attention: Lee Yang, Superintendent<br/>         Email: lee-yang@urbancsc.org</p> |
|---|--|

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

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

**DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Date of District Board of Trustees' Approval:** \_\_\_\_\_

**Date of Charter School Board of Directors' Approval:** \_\_\_\_\_

**EXHIBIT 1**

**Allocation of Space**

**See Attached Map and Room Use Inventory**

**EXHIBIT 2**

**See Attached PDF of Sample Billing Calculation for 2024-24**

**EXHIBIT 3**

**See Attached Charter School Facilities Use Handbook**

**EXHIBIT 4**

**Furnishings and Equipment Inventory (not applicable)**

# Exhibit 1A

School Name: Lisbon Elementary School  
 School Code: 284  
 Site Area: 6.37Acres  
 Year Built: 1988  
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053  
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

**UTILITY %: 95.7%**

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |  |       | 46,615.00 |
|--|------|--|-------|-----------|
| Sq Footage                               | Rate |  |       |           |
| 1,920                                    | 0.00 |  | 0     |           |
| 46,615                                   | 1.00 |  | 46615 |           |
| 0  | 0.33 |  | 0     |           |
| 0  | 0    |  | 0     |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code               | Bldg/Room No. | Classroom No. | Room Use     | Classroom Use                       | Area  | Year Built/Modernized | DSA # |
|------------------------------|---------------|---------------|--------------|-------------------------------------|-------|-----------------------|-------|
| <b>PERMANENT BUILDINGS</b>   |               |               |              |                                     |       |                       |       |
| <b>Bldg. 001</b>             |               |               |              |                                     |       | 1988                  | 49739 |
| Y001                         |               | 1             | Classroom    | <input checked="" type="checkbox"/> | 848   |                       |       |
| Y002                         |               | 2             | Classroom    | <input checked="" type="checkbox"/> | 848   |                       |       |
| S004                         |               |               | Storage      | <input type="checkbox"/>            | 115   |                       |       |
| T001                         |               |               | Toilet       | <input type="checkbox"/>            | 44    |                       |       |
| T002                         |               |               | Toilet       | <input type="checkbox"/>            | 44    |                       |       |
| K001                         |               |               | Work Area    | <input type="checkbox"/>            | 164   |                       |       |
| T003                         |               |               | Toilet       | <input type="checkbox"/>            | 13    |                       |       |
| T004                         |               |               | Toilet       | <input type="checkbox"/>            | 13    |                       |       |
| S003                         |               |               | Storage      | <input type="checkbox"/>            | 106   |                       |       |
| I001                         |               |               | Staff Lounge | <input type="checkbox"/>            | 516   |                       |       |
| S002                         |               |               | Storage      | <input type="checkbox"/>            | 82    |                       |       |
| S001                         |               |               | Computer Rm. | <input type="checkbox"/>            | 224   |                       |       |
| X001                         |               |               | Library      | <input type="checkbox"/>            | 1,213 |                       |       |
|                              |               |               | Unspecified  | <input type="checkbox"/>            | 165   |                       |       |
| BUILDING AREA TOTAL          |               |               |              |                                     | 4,395 |                       |       |
| COVERED CORRIDORS & WALKWAYS |               |               |              |                                     | 1,089 |                       |       |
| CLASSROOMS                   |               |               |              |                                     | 2     |                       |       |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          |              | 848         |                     |            |
|          |              | 848         |                     |            |
|          |              | 115         |                     |            |
|          |              | 44          |                     |            |
|          |              | 44          |                     |            |
|          |              | 164         |                     |            |
|          |              | 13          |                     |            |
|          |              | 13          |                     |            |
|          |              | 106         |                     |            |
|          |              | 516         |                     |            |
|          |              | 82          |                     |            |
|          |              | 224         |                     |            |
|          |              | 1,213       |                     |            |
|          |              | 165         |                     |            |
|          |              | 1,089       |                     |            |

| Bldg. 002                    |  |  |              |                          |       | 1988 | 49739 |
|------------------------------|--|--|--------------|--------------------------|-------|------|-------|
| K001                         |  |  | Kitchen      | <input type="checkbox"/> | 548   |      |       |
| S002                         |  |  | Pantry       | <input type="checkbox"/> | 126   |      |       |
| S003                         |  |  | Storage      | <input type="checkbox"/> | 569   |      |       |
|                              |  |  | Refrig. Room | <input type="checkbox"/> | 50    |      |       |
| M002                         |  |  | Mechanical   | <input type="checkbox"/> | 12    |      |       |
| U001                         |  |  | Multi-Use    | <input type="checkbox"/> | 3,530 |      |       |
| ZS00                         |  |  | Platform     | <input type="checkbox"/> | 673   |      |       |
|                              |  |  | Stairway     | <input type="checkbox"/> | 58    |      |       |
|                              |  |  | Stairway     | <input type="checkbox"/> | 24    |      |       |
|                              |  |  | Unspecified  | <input type="checkbox"/> | 3,205 |      |       |
| BUILDING AREA TOTAL          |  |  |              |                          | 8,795 |      |       |
| COVERED CORRIDORS & WALKWAYS |  |  |              |                          | 3,616 |      |       |
| CLASSROOMS                   |  |  |              |                          | 0     |      |       |

|  |  |       |  |  |
|--|--|-------|--|--|
|  |  | 548   |  |  |
|  |  | 126   |  |  |
|  |  | 569   |  |  |
|  |  | 50    |  |  |
|  |  | 12    |  |  |
|  |  | 3,530 |  |  |
|  |  | 673   |  |  |
|  |  | 58    |  |  |
|  |  | 24    |  |  |
|  |  | 3,205 |  |  |
|  |  | 3,616 |  |  |

| Bldg. 003 |  |  |                |                          |     | 1988 | 49739 |
|-----------|--|--|----------------|--------------------------|-----|------|-------|
| S001      |  |  | Storage        | <input type="checkbox"/> | 300 |      |       |
| T001      |  |  | Toilet (Girls) | <input type="checkbox"/> | 460 |      |       |
| T002      |  |  | Toilet (Boys)  | <input type="checkbox"/> | 460 |      |       |
| T003      |  |  | Toilet (Men)   | <input type="checkbox"/> | 45  |      |       |
| J001      |  |  | Custodian      | <input type="checkbox"/> | 25  |      |       |

|  |  |     |  |  |
|--|--|-----|--|--|
|  |  | 300 |  |  |
|  |  | 460 |  |  |
|  |  | 460 |  |  |
|  |  | 45  |  |  |
|  |  | 25  |  |  |



School Name: Lisbon Elementary School  
 School Code: 284  
 Site Area: 6.37Acres  
 Year Built: 1988  
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053  
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |        | 46,615.00 |
|--|------|--------|-----------|
| Sq Footage                               | Rate |        |           |
| 1,920                                    | 0.00 | 0      |           |
| 46,615                                   | 1.00 | 46,615 |           |
| 0  | 0.33 | 0      |           |
| 0  | 0    | 0      |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use       | Classroom Use            | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|----------------|--------------------------|------|-----------------------|-------|
|                |               |               | Chase          | <input type="checkbox"/> | 36   |                       |       |
| T004           |               |               | Toilet (Women) | <input type="checkbox"/> | 45   |                       |       |
|                |               |               | Unspecified    | <input type="checkbox"/> | 129  |                       |       |

|                                |               |
|--------------------------------|---------------|
| BUILDING AREA TOTAL            | 1,500         |
| COVERED CORRIDORS & WALKWAYS   | 3,220         |
| CLASSROOMS                     | 0             |
| <b>Permanent Building Area</b> | <b>14,690</b> |
| <b>Covered Walkways</b>        | <b>7,925</b>  |
| <b>Permanent Classrooms</b>    | <b>2</b>      |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|----------|--------------|-------------|---------------------|------------|

|     |
|-----|
| 36  |
| 45  |
| 129 |

PORTABLE BUILDINGS

| P01 |    |           |                                     |       |  | 1988 | 49739 |
|-----|----|-----------|-------------------------------------|-------|--|------|-------|
| 12  | 12 | Classroom | <input checked="" type="checkbox"/> | 960   |  |      |       |
| 13  | 13 | Classroom | <input checked="" type="checkbox"/> | 960   |  |      |       |
| 14  | 14 | Classroom | <input checked="" type="checkbox"/> | 1,920 |  |      |       |

|                     |       |
|---------------------|-------|
| BUILDING AREA TOTAL | 3,840 |
| COVERED WALKWAYS    | 0     |
| CLASSROOMS          | 3     |

|      |
|------|
| 960  |
| 960  |
| 1920 |

| P02 |    |           |                                     |     |  | 1988 | 49739 |
|-----|----|-----------|-------------------------------------|-----|--|------|-------|
| 16  | 16 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 17  | 17 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 18  | 18 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 19  | 19 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |

|                              |       |
|------------------------------|-------|
| BUILDING AREA TOTAL          | 3,840 |
| COVERED CORRIDORS & WALKWAYS | 0     |
| CLASSROOMS                   | 4     |

|     |
|-----|
| 960 |
| 960 |
| 960 |
| 960 |

| P03 |    |           |                                     |     |  | 1988 | 49739 |
|-----|----|-----------|-------------------------------------|-----|--|------|-------|
| 20  | 20 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 21  | 21 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 22  | 22 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 23  | 23 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |

|                              |       |
|------------------------------|-------|
| BUILDING AREA TOTAL          | 3,840 |
| COVERED CORRIDORS & WALKWAYS | 0     |
| CLASSROOMS                   | 4     |

|     |
|-----|
| 960 |
| 960 |
| 960 |
| 960 |

| P04 |    |           |                                     |     |  | 1988 | 49739 |
|-----|----|-----------|-------------------------------------|-----|--|------|-------|
| 24  | 24 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |
| 25  | 25 | Classroom | <input checked="" type="checkbox"/> | 960 |  |      |       |

|     |
|-----|
| 960 |
| 960 |

School Name: Lisbon Elementary School  
 School Code: 284  
 Site Area: 6.37Acres  
 Year Built: 1988  
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053  
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |       |  | 46,615.00 |
|--|------|-------|--|-----------|
| Sq Footage                               | Rate |       |  |           |
| 1,920                                    | 0.00 | 0     |  |           |
| 46,615                                   | 1.00 | 46615 |  |           |
| 0  | 0.33 | 0     |  |           |
| 0  | 0    | 0     |  |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use  | Classroom Use | Area | Year Built/Modernized | DSA # |
|----------------|---------------|---------------|-----------|---------------|------|-----------------------|-------|
| 26             |               | 26            | Classroom | ☑             | 960  |                       |       |
| 27             |               | 27            | Classroom | ☑             | 960  |                       |       |

BUILDING AREA TOTAL 3,840  
 COVERED WALKWAYS 0  
 CLASSROOMS 4

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          |              | 960         |                     |            |
|          |              | 960         |                     |            |

| P05 |  |   |           |   |     |  | 1988 | 49739 |
|-----|--|---|-----------|---|-----|--|------|-------|
| 4   |  | 4 | Classroom | ☑ | 960 |  |      |       |
| 5   |  | 5 | Classroom | ☑ | 960 |  |      |       |

BUILDING AREA TOTAL 1,920  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 2

|     |
|-----|
| 960 |
| 960 |

| P06 |  |   |           |   |     |  | 1988 | 49739 |
|-----|--|---|-----------|---|-----|--|------|-------|
| 6   |  | 6 | Classroom | ☑ | 960 |  |      |       |
| 7   |  | 7 | Classroom | ☑ | 960 |  |      |       |

BUILDING AREA TOTAL 1,920  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 2

|     |
|-----|
| 960 |
| 960 |

| P07 |  |    |           |   |     |  | 1988 | 49739 |
|-----|--|----|-----------|---|-----|--|------|-------|
| 8   |  | 8  | Classroom | ☑ | 960 |  |      |       |
| 10  |  | 10 | Classroom | ☑ | 960 |  |      |       |

BUILDING AREA TOTAL 1,920  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 2

|     |
|-----|
| 960 |
| 960 |

| P08 |  |    |           |   |     |  | 1988 | 49739 |
|-----|--|----|-----------|---|-----|--|------|-------|
| 9   |  | 9  | Classroom | ☑ | 960 |  |      |       |
| 11  |  | 11 | Classroom | ☑ | 960 |  |      |       |

BUILDING AREA TOTAL 1,920  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 2

|     |
|-----|
| 960 |
| 960 |

| P09 |  |    |           |   |     |  | 1997 | 67170 |
|-----|--|----|-----------|---|-----|--|------|-------|
| 28  |  | 28 | Classroom | ☑ | 640 |  |      |       |
| 29  |  | 29 | Classroom | ☑ | 640 |  |      |       |
| 30  |  | 30 | Classroom | ☑ | 640 |  |      |       |

BUILDING AREA TOTAL 1,920  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 3

|     |
|-----|
| 640 |
| 640 |
| 640 |

School Name: Lisbon Elementary School  
 School Code: 284  
 Site Area: 6.37Acres  
 Year Built: 1988  
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053  
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

**UTILITY %: 95.7%**

| TOTAL SQUARE FOOTAGE for FEE CALCULATION |      |       | 46,615.00 |
|--|------|-------|-----------|
| Sq Footage                               | Rate |       |           |
| 1,920                                    | 0.00 | 0     |           |
| 46,615                                   | 1.00 | 46615 |           |
| 0  | 0.33 | 0     |           |
| 0  | 0    | 0     |           |

Key

|  |
|--|
| District Use   |
| Charter Use Only (Full Amount for FUA Pro-Rata)            |
| Charter Use Only (Discounted based on Capital Improvement) |
| Shared Use   |

| Bldg/Room Code | Bldg/Room No. | Classroom No. | Room Use  | Classroom Use                       | Area | Year Built/Modernized | DSA #     |
|----------------|---------------|---------------|-----------|-------------------------------------|------|-----------------------|-----------|
| P10            |               |               |           |                                     |      | 2000                  | 02-102084 |
| 31             |               | 31            | Classroom | <input checked="" type="checkbox"/> | 960  |                       |           |

| Comments | District Use | Charter Use | Capital Improvement | Shared Use |
|----------|--------------|-------------|---------------------|------------|
|          |              | 960         |                     |            |

BUILDING AREA TOTAL 960  
 COVERED CORRIDORS & WALKWAYS 0  
 CLASSROOMS 1

|              |              |               |          |          |
|--------------|--------------|---------------|----------|----------|
| <b>TOTAL</b> | <b>1,920</b> | <b>46,615</b> | <b>0</b> | <b>0</b> |
|--------------|--------------|---------------|----------|----------|

| Summary   |               |
|---|---------------|
| Portable Building Area  | 25,920        |
| Portable Covered Corridors and Walkways   | 0             |
| Portable Classrooms   | 27            |
| Permanent Building Areas  | 14,690        |
| Covered Walkways  | 7,925         |
| Permanent Classrooms  | 29            |
| Total Site Area   | 40,610        |
| Total Covered Walkways  | 7,925         |
| Grand Total   | 48,535        |
| Total Charter Space at Full Facility Fee  | 46,615        |
| Total Charter Space at Reduced Facility Fee   | NA            |
| Reduced Cost Charter Space based on Capital Improvements (XX% Discount)             | NA            |
| Total Exclusive Charter Space   | 46,456        |
| Total Exclusive District Space  | 1,920         |
| Total Shared Space  | 0             |
| Ratio of Charter to District Space (Total Charter / Total Site Area)                | 3.97%         |
| Share Space Allocated to Charter (Ratio * Total Shared)                             | 0.00          |
| <b>Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared</b> | <b>46,456</b> |
| <b>Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)</b>     | <b>95.72%</b> |



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

EXISTING SITE DIAGRAM  
 DECEMBER 2003

EXHIBIT 2

| <b>"Pro-Rata" Facility Fee Calculation for Charter School Facilities</b> |  |  |               |  |                |
|--|--|--|---------------|--|----------------|
| <i>Yav Pem Suab Academy; School Year: 2024-2025</i>                      |  |  |               |  |                |
| <b>Footage Fee Calculation (from FUA):</b>                               | <b>46,615</b>  | <b>% Utilities</b>                                   | <b>95.70%</b> |  |                |
| <b>Unrestricted 0000-2999 resources</b>                                  |  | Projected Rate<br>(Based on 24-25<br>Revised Budget) |               | Actual Rate (Based<br>on 23-24 Actual<br>Expenditures) |                |
| Obj 5740/5741 and 80% of 5690  | Maintenace Services  | \$672,675.39   |               | TBD  |                |
| Object Code TBD  | Projects Eligible for Funding but Not Funded (Defd. Maint)                 | \$0.00   |               | TBD  |                |
| Obj 6100-6299  | Unrestricted Facilities Acquisition and Construction                       | \$11,958.13  |               | TBD  |                |
| Obj 5620   | Unrestricted Facilities Rents or Leases                                    | \$146,200.00   |               | TBD  |                |
| Obj 7615, 8540, 8915   | Unrestricted Transfer to Deferred Maintenance                              | \$0.00   |               | TBD  |                |
| Obj 7438/7439 - Loc 0852   | Unrestricted Debt Service Costs  | \$5,466,294.00                                       |               | TBD  |                |
| Res 8150, Obj 8980 Contribution  | Unrestricted Transfer to Routine Repair and Maintenance                    | \$18,493,200.00                                      |               | TBD  |                |
| <b>Total Expenditures</b>  | <b>Total Expenditures</b>  | <b>\$24,790,327.52</b>                               |               | <b>TBD</b>   |                |
| All Sites/Adult/Admin/Charter Schools                                    | Square Footage (Last Updated 11/21)  | 6,514,042  |               | 6,514,042  |                |
|  | <b>Pro-Rata Share Amount</b>   | <b>\$3.81</b>  |               | <b>TBD</b>   |                |
|  |  | Used in Q1 and Q2 Bills                              |               | Used in Q3 and Q4 Bills                                |                |
| <b>Billing Schedule</b>  |  |  |               |  |                |
|  | <b>Invoice Includes:</b>   | <b>Subtotals</b>                                     | <b>Total</b>  | <b>Anticipated By</b>                                  | <b>Due By</b>  |
| Quarter 1 Invoice  | Based on Projected Rate for July, August, September                        | \$44,400.79  | TBD           | August 1st   | September 30th |
|  | Includes Utilities Charges for prior quarter (April, May, June)            | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (April, May June)             | TBD  |               |  |                |
| Quarter 2 Invoice  | Based on Projected Rate for October, November, December                    | \$44,400.79  | TBD           | November 1st   | December 31st  |
|  | Includes Utilities Charges for prior quarter (July, August, September)     | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (July, August, September)     | TBD  |               |  |                |
| Quarter 3 Invoice  | Based on Actual Rate for January, February, March + any needed adjustments | TBD  | TBD           | February 1st   | March 31st     |
|  | Includes Utilities Charges for prior quarter (October, November, December) | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (October, November, December) | TBD  |               |  |                |
| Quarter 4 Invoice  | Based on Actual Rate for April, May, June + any needed adjustments         | TBD  | TBD           | May 1st  | June 30th      |
|  | Includes Utilities Charges for prior quarter (January, February, March)    | TBD  |               |  |                |
|  | Includes Any Other Charges for prior Quarter (January, February, March)    | TBD  |               |  |                |
|  |  | <b>Annual Total</b>                                  | <b>TBD</b>    |  |                |

# Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within  
Sacramento City Unified School District Facilities

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# Introduction

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This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

## District Access to Facilities

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### Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

### Access the Charter Facilities by District Staff

#### Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

### Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

### Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

### Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

## Maintenance

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### Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

### Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

### Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

### Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

### CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

### Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

### Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

### Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

|   |  |                             |
|---|--|-----------------------------|
| Installing an additional hydration station    | Adding a new pickle ball court on the playground | Installing a new garden bed |
| Installing garden irrigation                  | Painting a mural on the site                     | Planting trees and shrubs   |
| Installing benches on the playground or field | Added fencing around the school site             | Added security cameras      |

### Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

### Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

### Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

### HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

### Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

## Operations (Custodial)

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### Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

### Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

### External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

### Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

### Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

# Security

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## District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

## Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

# Utilities

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## Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

## Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

## Civic Center Act and Facility Use

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### Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

### Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

### Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

## Capital Improvements

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### Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

### District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

### District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

### Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

### Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.



### Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

### Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

## Summary of Charges

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Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

| Type of Charge             | Calculation Method  | Billing Timeline  |
|----------------------------|---|---|
| “Pro-Rata” Facility Fee    | <ul style="list-style-type: none"><li>• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.</li><li>• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement</li></ul> | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Utilities                  | Actual Costs  | <ul style="list-style-type: none"><li>• Billed quarterly</li><li>• Payment expected within 60 days of invoice</li></ul> |
| Costs for Special Projects | Actual Costs  | <ul style="list-style-type: none"><li>• Billed as charges occur / added to above invoices</li></ul>                     |

**Review of the Charter School Facilities Use Handbook**

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.  
Most Recent Update: April 12, 2024





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

**Meeting Date:** May 16, 2024

**Subject:** **Approve Resolution No. 3413: Resolution of Intention to Convey Public Utilities Easement Entitlement to California-American Water at Nicholas Elementary School**

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

**Division:** Facilities Support Services

**Recommendation:** Approve Resolution No. 3413, which provides notice of a Public Hearing and the adoption of the California-American Water Easement Entitlements Resolution at its regularly scheduled Board Meeting on Thursday, June 6, at 6:30 PM.

**Background/Rationale:** The District is rebuilding Nicholas Elementary School and will need numerous Easements for outside entities and California-American Water has jurisdiction over the water distribution facilities that serve the Nicholas Elementary site. California-American Water requires a utility easement to provide necessary water services to the site.

Pursuant to Education Code 17557, the District must adopt a Resolution of Intention to dedicate or convey any District property prior to the adoption of a Resolution which dedicates or conveys property and provide notice to a Public Hearing.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public places within the District not less than 10 days before the date of the meeting and publish the notice in a newspaper of general circulation not less than 5 days before the date it plans to provide a Public Hearing and adopt the Resolution.

**Financial Considerations:** N/A

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. Resolution No. 3413 Resolution of Intention to Convey Public Utilities Easement to California – American Water at Nicholas Elementary School
2. Attachment A outlining location of proposed easement

**Estimated Time of Presentation:** NA

**Submitted by:** Ben Wangberg, Facilities Planning Manager

Nathaniel Browning, Capitol Project and Resource Management

**Approved by:** Chris Ralston, Assistant Superintendent, Facilities Support Services

Janea Marking, Chief Business and Operations Officer

Lisa Allen, Superintendent

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

**RESOLUTION NO. 3413**

**RESOLUTION OF INTENTION TO CONVEY PUBLIC UTILITIES EASEMENT TO  
CALIFORNIA-AMERICAN WATER AT NICHOLAS ELEMENTARY SCHOOL**

**WHEREAS**, the Sacramento City Unified School District (“District”) owns the property at Nicholas Elementary School located at 6601 Steiner Drive, in the County of Sacramento;

**WHEREAS**, District’s request for California-American Water Service at Nicholas School requires installation in accordance with California-American Water’s rules and regulations;

**WHEREAS**, California-American Water is seeking to acquire a permanent easement (“Permanent Easement”) for the Utility Access, which will consist of the installation of two (2) utility access facilities near the Western property line and along Steiner Drive, one approximately 29 feet north of the southwest corner of the lot and the other approximately 70 feet south of the Northwest corner of the lot;

**WHEREAS**, CALIFORNIA-AMERICAN WATER’s design team has drafted an Easement Right of Way;

**WHEREAS**, pursuant to the Education Code § 17537, the District must adopt this Resolution of Intention, by a two-thirds vote, and establish a time at a subsequent Board meeting to hold a public hearing in order to consider adoption of a resolution, by the same vote, for the actual approval of the easement entitlements (the “*Easement Entitlements Resolution*”);

**WHEREAS**, utilities are necessary for the provision of adequate school housing;

**WHEREAS**, the Utility Easement totals 678 square feet and is located at two locations along the western property edge, immediately adjacent to Steiner Drive (and the public sidewalk), and the easements are roughly rectangular in shape and consists of a 205 square foot space and 473 square foot space and include necessary utility facilities and infrastructure required by California-American Water;

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

1. Adopts the foregoing recitals as true and correct.
2. Pursuant to Education Code 17557, hereby determines that the Board will hold a public hearing and consider the adoption of the California-American Water Grant Easement Resolution at its regularly scheduled Board meeting on Thursday June 6, at 6:30 p.m., or as soon thereafter as the matter may be heard on the agenda.
3. Authorizes the Superintendent, or their designee, to provide notice of the Board meeting set forth above as required by law.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16<sup>th</sup> day of May 2024, by the following vote:

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

ATTESTED TO:

\_\_\_\_\_  
Lavina Phillips  
President of the Board of Education

\_\_\_\_\_  
Lisa Allen  
Superintendent

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

California American Water  
Attention: Spencer Phillips  
4701 Beloit Drive  
Sacramento, CA 95838

Additional copy to:  
Sacramento City Unified School District  
425 1<sup>st</sup> Avenue  
Sacramento, CA 95818

APN: 039-0133-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### DEED OF EASEMENT AND RIGHT OF WAY

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0.00

(R&T Code 11911- Value or Consideration Does Not Exceed \$100.00)

County of Sacramento unincorporated area  City of \_\_\_\_\_

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as the "Grantor", and California-American Water Company, a corporation organized and existing under the laws of the State of California, having an office for the transaction of business at 655 W. Broadway, San Diego, California 92101, hereinafter referred as the "Grantee".

### WITNESSETH:

The Grantor, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successors and assigns, forever, a perpetual easement and a free uninterrupted and unobstructed right of way in, over, under, along, across, and over the property of the Grantor situated in the County of Sacramento, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made apart hereof, for the purpose of general utility purposes, including but not limited to, constructing, reconstructing, installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, relocating, altering and adding to, from time to time, pipe or pipes, with necessary incidents, fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, roots, vegetative material and other obstructions

(collectively, "Obstructions") interfering with the activities authorized herein, provided that the foregoing is a right and not a duty, and said right shall not relieve Grantor of the duty as owner to trim or remove Obstructions to prevent danger or hazard to property or persons; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, the Grantor agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities. In addition, Grantor must comply with DigAlert notification requirements pursuant to Government Code Sections 4216 to 4216.9.

TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

The Grantee agrees, by acceptance of this Easement and Right of Way Agreement that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the Grantee shall quietly enjoy the said easement and right of way.



**IN WITNESS WHEREOF**, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

GRANTOR(s)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(use black ink only)

ACCEPTED BY:

GRANTEE

California-American Water Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

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

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_.

(SEAL)

**NOTARY ACKNOWLEDGEMENT**

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

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_.

(SEAL)

**EXHIBIT A  
WATER EASEMENT**

Portions of Lot A as shown on the "Plat of Fruitridge Vista Unit No. 14" filed in the office of the Sacramento County Recorder in Book 44 of Maps at Page 16, being a portion of Section 33, Township 8 North, Range 5 East, M.D.M., in unincorporated area of Sacramento County, State of California, more particularly described as follows:

A 15.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the Southwest line of said Lot A, from which the South corner of said Lot A bears South 43°26'50" East 28.76 feet; Thence, from said Point of Beginning, North 46°38'23" East 13.64 feet.

The sidelines to be lengthened or shortened to terminate at the Southwest line of said Lot A.

**Together With** a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the Southwest line of said Lot A, from which the Northwest corner of said Lot A bears along a 681.80 foot radius curve to the right, through a central angle of 5°52'04" a distance of 69.82 feet, said curve being subtended by a chord bearing of North 16°08'40" West 69.79 feet; Thence, from said Point of Beginning, North 70°40'28" East 23.66 feet.

The sidelines to be lengthened or shortened to terminate at the Southwest line of said Lot A.

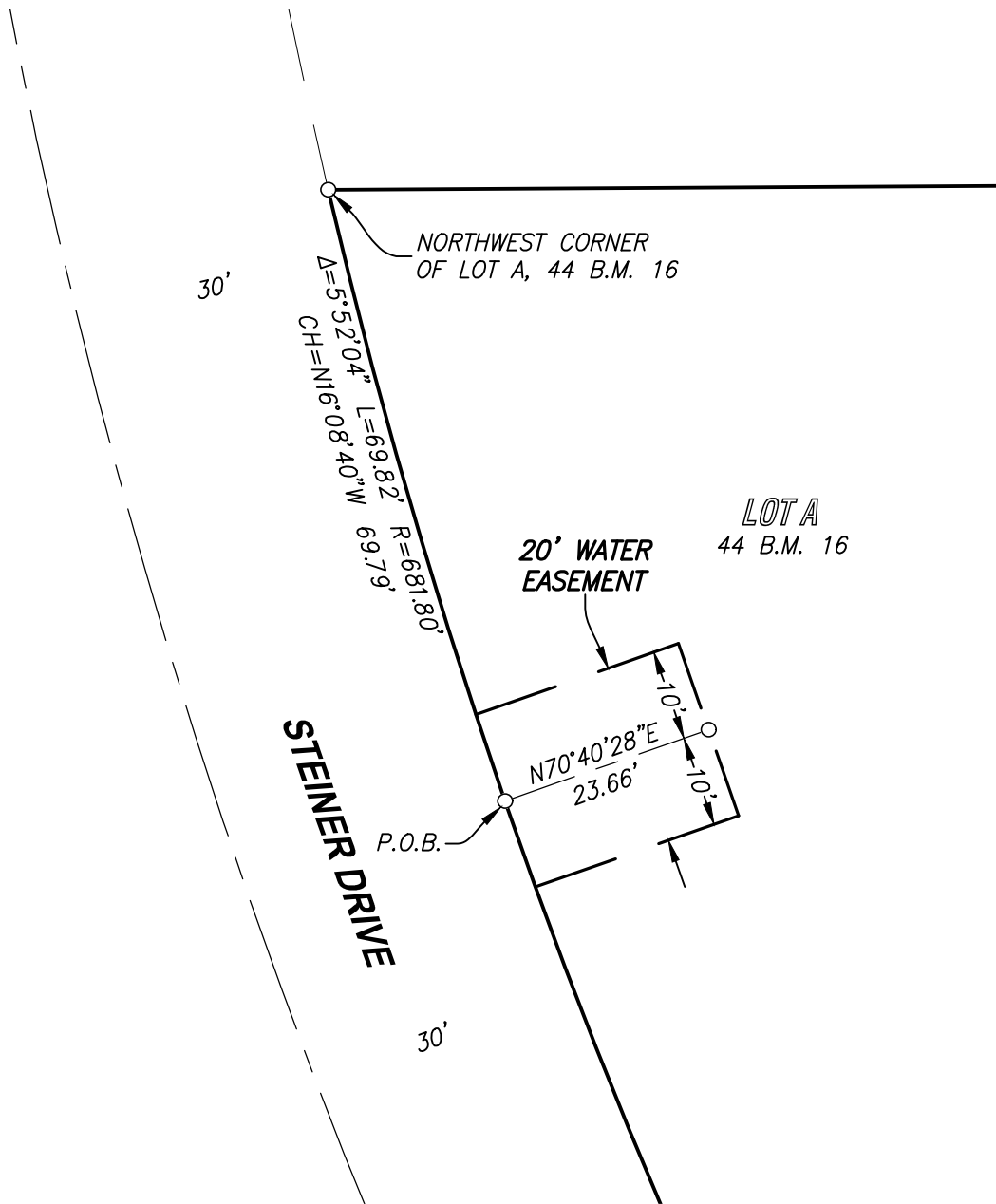


*Braden Barnum*

2-27-2024



**EXHIBIT "B"**



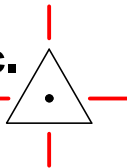
**WATER EASEMENT  
PORTIONS OF LOT A, 44 P.M. 16  
SECTION 33, T.8N., R.5E., M.D.M.  
COUNTY OF SACRAMENTO, CALIFORNIA**



**CenterPoint Engineering, Inc.**

Land Surveying & Construction Staking

4230 Rocklin Rd., Suite 200 • Rocklin, CA • 95677  
Phone: 916-773-4006 Fax: 916-773-4498



DRAWN BY: BB

CHECKED BY: AE

SHEET: 2 OF 2

DATE: 2-27-24

*Braden Barnum*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

**Meeting Date:** May 16, 2024

**Subject:** Approval of Unauthorized Vendor Payments

- 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 attached list of vendor payments

**Background/Rationale:** Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

**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. List of unauthorized vendor payments

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

Sacramento City Unified School District  
Business Services

**Unauthorized Vendor Payment Approval**

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for amounts listed.

| Vendor ID# | Reason  | Amount Due  |
|------------|---|-------------|
| 316866     | Ceasing services, incomplete insurance coverage | \$21,662.00 |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

**Meeting Date:** May 16, 2024

**Subject:** Approve SETA Head Start Budget COLA for 2024-25 School Year

- 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:** Approve the SETA HEAD Start COLA increase to augment the salary increase 2024-25 budget.

**Background/Rationale:** Federal Head Start has provide a COLA in the amount of \$150,962 for all Head Start programs dictating that the increase is to go salary increases for the 2024-2025 school year.

**Financial Considerations:** Request to submit the COLA to pay for Salary increases for the 2024-2025 school year.

**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. Request to accept the Budget Narrative for Head Start COLA

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

**Submitted by:** Yvonne Wright, Chief Academic Officer

Aida Buelna, ELC Consultant Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

## Budget Narrative- SCUSD Head Start

### Cost of Living Adjustment (COLA)

FY 2024-2025

### COST OF LIVING ADJUSTMENT (COLA) \$150,962

#### **Personnel - \$146,196**

Cost-of-Living Adjustment (COLA) funds will be utilized to fund a portion of the staff salary increase. The remaining portion of salaries for these positions will be paid for by a blend of state CSPP funds and SCUSD District contributions.

#### **Non Federal Share - \$37,741**

Non-Federal Share (NFS) includes salaries and benefits being paid by the state CSPP funding.

#### **In-Direct - \$4,766**

The indirect rate for the 2024-2025 fiscal year is 3.26%. The total indirect amount for the HS COLA grant is \$4,766.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

## Budget Narrative- SCUSD Early Head Start

### Cost of Living Adjustment (COLA)

FY 2024-2025

### **COST OF LIVING ADJUSTMENT (COLA) \$7,256**

#### **Personnel - \$7,026.92**

Cost-of-Living Adjustment (COLA) funds will be utilized to fund a portion of the staff salary increase. The remaining portion of salaries for these positions will be paid for by a blend of state CCTR funds and SCUSD District contributions.

#### **Non Federal Share - \$1,814**

Non-Federal Share (NFS) will be met through state CCTR funding.

#### **In-Direct - \$229.08**

The indirect rate for the 2024-2025 fiscal year is 3.26%. The total indirect amount for the HS COLA grant is \$229.08.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

**Meeting Date:** May 16, 2024

**Subject:** Approve SETA Head Start Budget Modification

- 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 modify the Head Start funds 2023-2024 in the amount of \$690,000 from supplies to Personnel.

**Background/Rationale:** Due to the negotiated salary increases we needed to modify the budget to increase the salary and benefits to meet the negotiated increases to staff along with the change in percentage allocation from 45% to 50% out of Head Start funds.

**Financial Considerations:** Request to modify the Head Start funds to meet the negotiated salary increases and percentage changes.

**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. Request for Program Budget Modification

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

**Submitted by:** Yvonne Wright, Chief Academic Officer

Aida Buelna, ELC Consultant Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source:  Head Start  Early Head Start  Both

Agreement Number: 23C5551S0

Date: 05/07/2024

**I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:**

*Please check the type of request(s):*

- Program Options
- Budget Modification** (changing the dollar amount between cost categories)

For Program Year: 2023-2024

Does this involve the purchase of a fixed asset?  Yes  No  
*(ACF approval required for all fixed asset purchases)*

Will the project be over \$250,000?  Yes  No  
*(1303 Facilities Renovation/Repair Application will be required)*

- Budget Carryover**  
From Program Year: \_\_\_\_\_ to Program Year \_\_\_\_\_  
*(Requires ACF approval)*

**Change in service days / Calendar Change**

**Change in Centers / Temporary Closure**

**Class-size Waiver Request** (to enroll up to 24 children in a class(es))  
*(Requires ACF approval)*

**One-time Health and Safety Program Improvement Funding Request** (pending available funds)

**Other:** \_\_\_\_\_

**II. Please identify what is in the original agreement and describe the change being requested.**

We currently allocated \$2,913,474 for Personnel for the 2023-2024 school year. We are requesting to move \$690,000 from Supplies to Personnel due to the following reasons:

- SCUSD has reviewed the current cost allocation and SCUSD is requesting to update it to 50%-50% HS and CSPP.
- All employees received a 10% salary increase

**REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION**  
(Continued)

**III. The requested changes are justified based on the following:**

SCUSD has reviewed the current cost allocation and requesting a 50%-50% due to the amount of requirements for each funding. In addition, all employees received a salary increase that was determined by the District and Labor Partners.

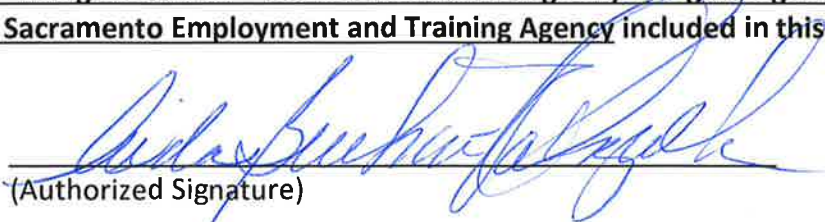
**IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.**

*NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet*

| Program Year <u>2023-2024</u>                                 |                       | Grant #: 09CH011763 |                       |
|---|-----------------------|---------------------|-----------------------|
| Cost Category/Item Description                                | Current Budget        | Budget Modification | Updated Budget        |
| Personnel   | \$2,913,474.00        | \$690,000.00        | \$3,603,474.00        |
| Fringe Benefits   | \$2,490,368.00        |                     | \$2,490,368.00        |
| Travel  | \$21,026.00           |                     | \$21,026.00           |
| Equipment   | \$189,396.00          |                     | \$189,396.00          |
| Supplies  | \$978,542.06          | \$(690,000.00)      | \$288,542.06          |
| Contractual   | \$0.00                |                     | \$0.00                |
| Construction  | \$0.00                |                     | \$0.00                |
| Other   | \$390,376.00          |                     | \$390,376.00          |
| Indirect  | \$227,650.94          |                     | \$227,650.94          |
| <b>TOTAL</b>  | <b>\$7,210,833.00</b> | <b>\$0.00</b>       | <b>\$7,210,833.00</b> |
| <b>Non-Federal Share</b> <i>(for Carryover Requests Only)</i> |                       |                     |                       |
| Non-Federal Share   | Current Budget        | Budget Modification | Updated Budget        |
|   |                       |                     |                       |
| Please describe how agency will obtain the Non-Federal Share: |                       |                     |                       |

**IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.**

DATE: 05/07/2024

  
(Authorized Signature)

Aida Buelna Valenzuela

(Typed Name)

ELC Consultant Assistant Superintendent

(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chairperson, Policy Committee)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GRANTEE:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Karen Griffith, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

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

\_\_\_\_\_  
(Melanie Nicolas,  
CFS Program Officer/Administration)

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

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

\_\_\_\_\_  
(Victor Han, Fiscal Manager)

Comments:



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

**Meeting Date:** May 16, 2024

**Subject:** Approve Resolution No. 3414: Resolution Regarding Board Stipends

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

**Division:** Board of Education

**Recommendation:** Approve Resolution No. 3414: Resolution Regarding Board Stipends.

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

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3414: Resolution Regarding Board Stipends

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> N/A<br/><b>Submitted by:</b> Board Office<br/><b>Approved by:</b> Lisa Allen, Interim Superintendent</p> |
|--|



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

**RESOLUTION NO. 3414**

**RESOLUTION REGARDING BOARD STIPENDS**

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

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

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16<sup>th</sup> day of May, 2024, by the following vote:

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

ATTESTED TO:

\_\_\_\_\_  
Lisa Allen  
Secretary of the Board of Education

\_\_\_\_\_  
Lavinia Grace Phillips  
President of the Board of Education

**ATTACHMENT A**

**RESOLUTION NO. 3414**

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to a work-related obligation which is deemed acceptable by the Board:
  - a. Board member Christina Pritchett for the Special Board meeting on May 8, 2024.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

**Meeting Date:** May 16, 2024

**Subject:** Approve Resolution No. 3415: Resolution Regarding Board Stipends

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

**Division:** Board of Education

**Recommendation:** Approve Resolution No. 3415: Resolution Regarding Board Stipends.

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

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3415: Resolution Regarding Board Stipends

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> N/A<br/><b>Submitted by:</b> Board Office<br/><b>Approved by:</b> Lisa Allen, Interim Superintendent</p> |
|--|

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

**RESOLUTION NO. 3415**

**RESOLUTION REGARDING BOARD STIPENDS**

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

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

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16<sup>th</sup> day of May, 2024, by the following vote:

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

ATTESTED TO:

\_\_\_\_\_  
Lisa Allen  
Secretary of the Board of Education

\_\_\_\_\_  
Lavinia Grace Phillips  
President of the Board of Education

**ATTACHMENT A**

**RESOLUTION NO. 3415**

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to a work-related obligation which is deemed acceptable by the Board:
  - a. Board member Taylor Kayatta for the Special Board meeting on May 8, 2024.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1n

**Meeting Date:** May 16, 2024

**Subject:** Approve Resolution No. 3416: Resolution Regarding Board Stipends

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

**Division:** Board of Education

**Recommendation:** Approve Resolution No. 3416: Resolution Regarding Board Stipends.

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

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3416: Resolution Regarding Board Stipends

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

**Submitted by:** Board Office

**Approved by:** Lisa Allen, Interim Superintendent

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

**RESOLUTION NO. 3416**

**RESOLUTION REGARDING BOARD STIPENDS**

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

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

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16<sup>th</sup> day of May, 2024, by the following vote:

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

ATTESTED TO:

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Lisa Allen  
Secretary of the Board of Education

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Lavinia Grace Phillips  
President of the Board of Education

**ATTACHMENT A**

**RESOLUTION NO. 3416**

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to hardship- medical appointment:
  - a. Board member Jasjit Singh for the Special Board meeting on May 8, 2024.





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 14.1

**Meeting Date:** May 16, 2024

**Subject:** Business and Financial Information: Enrollment and Attendance Report, Month 7, Ending Friday, March 22, 2024

- 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 7, Ending Friday, March 22, 2024

**Financial Considerations:** Reflects standard business information.

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

**Documents Attached:**

Enrollment and Attendance Report for Month 7, Ending Friday, March 22, 2024

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 TRADITIONAL SCHOOLS

| ELEMENTARY TRADITIONAL           | GENERAL EDUCATION |              |              | Special Education<br>Grades K-6 | TOTAL MONTH<br>END<br>ENROLLMENT | PERCENTAGE<br>FOR THE<br>MONTH | AVERAGE CUMULATIVE ACTUAL<br>ATTENDANCE |                                    |                         |
|----------------------------------|-------------------|--------------|--------------|---------------------------------|----------------------------------|--------------------------------|---|------------------------------------|-------------------------|
|                                  | Kdgn              | Grades 1-3   | Grades 4-6   |                                 |                                  |                                | 2023-2024<br>Actual<br>Attendance       | Cum Attd<br>Days /127<br>2023-2024 | PERCENTAGE<br>2023-2024 |
|                                  |                   |              |              |                                 |                                  |                                |   |                                    |                         |
| A M Winn Elementary K-8 Waldorf  | 35                | 102          | 125          | 28                              | 290                              | 93.89%                         | 275.04                                  | 93.40%                             |                         |
| Abraham Lincoln El               | 61                | 210          | 235          | 1                               | 507                              | 90.53%                         | 462.67                                  | 91.29%                             |                         |
| Alice Birney Waldorf-Inspired K8 | 42                | 140          | 169          | 3                               | 354                              | 92.44%                         | 333.54                                  | 93.94%                             |                         |
| Bret Harte Elementary            | 23                | 69           | 52           | 51                              | 195                              | 87.04%                         | 170.43                                  | 90.35%                             |                         |
| Caleb Greenwood                  | 65                | 202          | 217          | 3                               | 487                              | 94.40%                         | 464.23                                  | 95.32%                             |                         |
| Camellia Basic Elementary        | 44                | 130          | 146          | 19                              | 339                              | 95.74%                         | 328.30                                  | 96.20%                             |                         |
| Capital City School              | 6                 | 31           | 56           | 0                               | 93                               | 93.58%                         | 96.43                                   | 94.92%                             |                         |
| Caroline Wenzel Elementary       | 39                | 69           | 82           | 15                              | 205                              | 89.12%                         | 185.67                                  | 90.31%                             |                         |
| Cesar Chavez ES                  | 0                 | 0            | 358          | 20                              | 378                              | 92.83%                         | 352.09                                  | 93.47%                             |                         |
| Crocker/Riverside Elementary     | 82                | 284          | 271          | 1                               | 638                              | 94.87%                         | 605.13                                  | 95.28%                             |                         |
| David Lubin Elementary           | 44                | 181          | 176          | 32                              | 433                              | 95.12%                         | 412.00                                  | 94.56%                             |                         |
| Earl Warren Elementary           | 48                | 157          | 183          | 10                              | 398                              | 94.28%                         | 368.04                                  | 93.76%                             |                         |
| Edward Kemble Elementary         | 102               | 338          | 0            | 15                              | 455                              | 90.40%                         | 410.76                                  | 91.73%                             |                         |
| Elder Creek Elementary           | 80                | 318          | 333          | 7                               | 738                              | 92.12%                         | 679.76                                  | 93.02%                             |                         |
| Ethel I Baker Elementary         | 72                | 276          | 252          | 2                               | 602                              | 90.19%                         | 542.91                                  | 90.57%                             |                         |
| Ethel Phillips Elementary        | 48                | 187          | 171          | 13                              | 419                              | 91.87%                         | 383.13                                  | 92.17%                             |                         |
| Father Keith B Kenny K-6 School  | 24                | 87           | 110          | 24                              | 245                              | 89.73%                         | 213.38                                  | 89.55%                             |                         |
| Genevieve Didion Elementary      | 66                | 203          | 197          | 5                               | 471                              | 95.58%                         | 454.49                                  | 95.79%                             |                         |
| Golden Empire Elementary         | 48                | 192          | 192          | 4                               | 436                              | 93.02%                         | 403.09                                  | 93.45%                             |                         |
| H W Harkness Elementary          | 37                | 89           | 125          | 7                               | 258                              | 91.91%                         | 239.23                                  | 92.61%                             |                         |
| Hollywood Park Elementary        | 28                | 81           | 101          | 37                              | 247                              | 90.37%                         | 222.11                                  | 91.84%                             |                         |
| Home/Hospital                    | 10                | 22           | 27           | 0                               | 59                               | 100.00%                        | 259.70                                  | 100.00%                            |                         |
| Hubert H. Bancroft Elementary    | 47                | 170          | 141          | 24                              | 382                              | 90.64%                         | 346.71                                  | 91.47%                             |                         |
| Isador Cohen Elementary          | 41                | 142          | 98           | 34                              | 315                              | 92.33%                         | 284.63                                  | 92.80%                             |                         |
| James W Marshall Elementary      | 46                | 127          | 129          | 37                              | 339                              | 92.50%                         | 311.94                                  | 92.91%                             |                         |
| John Bidwell Elementary          | 31                | 111          | 92           | 16                              | 250                              | 90.31%                         | 234.27                                  | 91.76%                             |                         |
| John Cabrillo Elementary         | 49                | 122          | 128          | 41                              | 340                              | 90.43%                         | 307.52                                  | 90.99%                             |                         |
| John D Sloat Elementary          | 24                | 77           | 90           | 20                              | 211                              | 91.09%                         | 195.07                                  | 90.78%                             |                         |
| John H. Still K-8                | 62                | 158          | 212          | 3                               | 435                              | 90.91%                         | 395.41                                  | 91.15%                             |                         |
| John Morse Therapeutic Center    | 0                 | 0            | 0            | 8                               | 8                                | 87.59%                         | 4.20                                    | 85.85%                             |                         |
| Leataata Floyd Elementary        | 23                | 92           | 88           | 1                               | 204                              | 87.14%                         | 182.72                                  | 87.28%                             |                         |
| Leonardo da Vinci K - 8 School   | 95                | 283          | 292          | 23                              | 693                              | 94.69%                         | 661.46                                  | 95.39%                             |                         |
| Mark Twain Elementary            | 23                | 89           | 98           | 25                              | 235                              | 91.10%                         | 214.29                                  | 91.79%                             |                         |
| Martin Luther King Jr Elementary | 48                | 123          | 114          | 26                              | 311                              | 91.72%                         | 280.11                                  | 91.69%                             |                         |
| Matsuyama Elementary             | 50                | 166          | 205          | 13                              | 434                              | 94.10%                         | 413.23                                  | 94.46%                             |                         |
| Nicholas Elementary              | 52                | 206          | 213          | 12                              | 483                              | 91.22%                         | 440.99                                  | 91.16%                             |                         |
| O W Erlewine Elementary          | 37                | 93           | 124          | 22                              | 276                              | 91.18%                         | 253.21                                  | 91.78%                             |                         |
| Oak Ridge Elementary             | 48                | 177          | 206          | 2                               | 433                              | 90.24%                         | 385.60                                  | 90.39%                             |                         |
| Pacific Elementary               | 86                | 257          | 300          | 6                               | 649                              | 91.04%                         | 578.76                                  | 91.56%                             |                         |
| Parkway Elementary School        | 58                | 165          | 174          | 22                              | 419                              | 87.24%                         | 374.50                                  | 87.56%                             |                         |
| Phoebe A Hearst Elementary       | 88                | 282          | 281          | 1                               | 652                              | 96.02%                         | 631.06                                  | 96.19%                             |                         |
| Pony Express Elementary          | 31                | 141          | 170          | 15                              | 357                              | 92.54%                         | 329.10                                  | 93.45%                             |                         |
| Rosa Parks K-8 School            | 41                | 140          | 143          | 17                              | 341                              | 88.61%                         | 293.43                                  | 89.97%                             |                         |
| Sequoia Elementary               | 59                | 170          | 172          | 30                              | 431                              | 90.69%                         | 378.72                                  | 90.85%                             |                         |
| Success Academy K-8              | 0                 | 0            | 6            | 0                               | 6                                | 71.88%                         | 3.86                                    | 74.36%                             |                         |
| Susan B Anthony Elementary       | 36                | 135          | 118          | 4                               | 293                              | 93.76%                         | 280.65                                  | 94.97%                             |                         |
| Sutterville Elementary           | 39                | 139          | 192          | 13                              | 383                              | 94.61%                         | 362.63                                  | 95.05%                             |                         |
| Suy:u Elementary                 | 53                | 160          | 172          | 28                              | 413                              | 92.96%                         | 370.65                                  | 92.60%                             |                         |
| Tahoe Elementary                 | 43                | 106          | 92           | 40                              | 281                              | 90.26%                         | 255.42                                  | 91.72%                             |                         |
| Theodore Judah Elementary        | 51                | 165          | 176          | 15                              | 407                              | 92.94%                         | 379.67                                  | 93.10%                             |                         |
| Washington Elementary            | 36                | 133          | 113          | 25                              | 307                              | 91.08%                         | 275.53                                  | 91.73%                             |                         |
| William Land Elementary          | 47                | 139          | 139          | 0                               | 325                              | 94.18%                         | 308.65                                  | 94.18%                             |                         |
| Woodbine Elementary              | 39                | 129          | 101          | 22                              | 291                              | 87.24%                         | 246.05                                  | 89.57%                             |                         |
| <b>TOTAL ELEMENTARY SCHOOLS</b>  | <b>2,387</b>      | <b>7,765</b> | <b>8,157</b> | <b>842</b>                      | <b>19,151</b>                    | <b>92.12%</b>                  | <b>17,842.13</b>                        | <b>92.66%</b>                      |                         |
| <b>Change from prior month</b>   |                   |              |              | <b>-13</b>                      | <b>57</b>                        |                                |   |                                    |                         |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 TRADITIONAL SCHOOLS

| MIDDLE SCHOOLS                    | GENERAL EDUCATION |              |                     | Special Education<br>Grades 7-8 | TOTAL MONTH-<br>END<br>ENROLLMENT | PERCENTAGE<br>FOR THE<br>MONTH    | AVERAGE CUMULATIVE<br>ACTUAL ATTENDANCE |                         |
|-----------------------------------|-------------------|--------------|---------------------|---------------------------------|-----------------------------------|-----------------------------------|---|-------------------------|
|                                   | Grade 7           | Grade 8      | Total Grades<br>7-8 |                                 |                                   | 2023-2024<br>Actual<br>Attendance | Cum Attd<br>Days/127                    | PERCENTAGE<br>2023-2024 |
|                                   |                   |              |                     |                                 |                                   |                                   | 2023-2024                               |                         |
| A M Winn Elementary K-8 Waldorf   | 35                | 32           | 67                  | 2                               | 69                                | 90.15%                            | 62.76                                   | 90.01%                  |
| Albert Einstein MS                | 273               | 301          | 574                 | 16                              | 590                               | 91.26%                            | 553.06                                  | 91.95%                  |
| Alice Birney Waldorf-Inspired K8  | 49                | 54           | 103                 | 1                               | 104                               | 93.52%                            | 95.64                                   | 93.42%                  |
| California MS                     | 333               | 391          | 724                 | 18                              | 742                               | 91.28%                            | 687.25                                  | 91.34%                  |
| Capital City School               | 23                | 33           | 56                  | 0                               | 56                                | 70.34%                            | 51.02                                   | 86.90%                  |
| Fern Bacon MS                     | 293               | 311          | 604                 | 29                              | 633                               | 91.76%                            | 588.69                                  | 91.78%                  |
| Genevieve Didion Elementary       | 56                | 58           | 114                 | 0                               | 114                               | 95.22%                            | 109.72                                  | 96.07%                  |
| Home/Hospital                     | 26                | 28           | 54                  | 0                               | 54                                | 100.00%                           | 176.60                                  | 100.00%                 |
| John H. Still K-8                 | 134               | 146          | 280                 | 13                              | 293                               | 89.58%                            | 267.28                                  | 91.57%                  |
| John Morse Therapeutic Center     | 0                 | 0            | 0                   | 13                              | 13                                | 81.64%                            | 10.90                                   | 85.59%                  |
| Leonardo da Vinci K - 8 School    | 58                | 42           | 100                 | 12                              | 112                               | 94.14%                            | 106.23                                  | 94.71%                  |
| Miwok MS                          | 633               | 523          | 1,156               | 18                              | 1,174                             | 94.38%                            | 1112.47                                 | 94.48%                  |
| Rosa Parks K-8 School             | 199               | 216          | 415                 | 16                              | 431                               | 88.45%                            | 381.30                                  | 89.57%                  |
| Sam Brannan MS                    | 166               | 155          | 321                 | 40                              | 361                               | 91.66%                            | 335.59                                  | 90.57%                  |
| School of Engineering and Science | 120               | 117          | 237                 | 2                               | 239                               | 95.55%                            | 229.28                                  | 94.71%                  |
| Success Academy K-8               | 10                | 8            | 18                  | 0                               | 18                                | 76.74%                            | 9.27                                    | 79.74%                  |
| Umoja International Academy       | 126               | 156          | 282                 | 14                              | 296                               | 87.04%                            | 266.72                                  | 88.61%                  |
| Will C Wood MS                    | 314               | 313          | 627                 | 48                              | 675                               | 91.18%                            | 617.61                                  | 91.87%                  |
| <b>TOTAL MIDDLE SCHOOLS</b>       | <b>2,848</b>      | <b>2,884</b> | <b>5,732</b>        | <b>242</b>                      | <b>5,974</b>                      | <b>91.52%</b>                     | <b>5,661.37</b>                         | <b>92.06%</b>           |
| Change from prior month           |                   |              |                     | <b>-4</b>                       | <b>-7</b>                         |                                   |   |                         |



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 TRADITIONAL SCHOOLS

| DISTRICT TOTALS                    | TOTAL MONTH-END ENROLLMENT | PERCENTAGE FOR THE MONTH    | AVERAGE CUMULATIVE ACTUAL ATTENDANCE |                      |
|------------------------------------|----------------------------|-----------------------------|--------------------------------------|----------------------|
|                                    |                            | 2023-2024 Actual Attendance | Cum Attd Days/127                    | PERCENTAGE 2023-2024 |
|                                    |                            |                             | 2023-2024                            |                      |
| ELEMENTARY                         | 19,151                     | 92.12%                      | 17,842                               | 92.66%               |
| MIDDLE                             | 5,974                      | 91.52%                      | 5,661                                | 92.06%               |
| HIGH SCHOOL                        | 10,741                     | 90.05%                      | 9,941                                | 90.46%               |
| <b>TOTAL ALL DISTRICT SEGMENTS</b> | <b>35,866</b>              | <b>91.40%</b>               | <b>33,444</b>                        | <b>91.90%</b>        |

|  |     |
|--|-----|
| Total Non-Public Schools as of 4/24/2024 | 239 |
|--|-----|

|                                    |   |
|------------------------------------|---|
| Non-Public change from prior month | 9 |
|------------------------------------|---|

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 CHARTER SCHOOLS

| 2023-2024 DEPENDENT CHARTER SCHOOLS    | GENERAL EDUCATION |            |            |            |             | Special Education<br>Grades K-12 | TOTAL MONTH-END ENROLLMENT | PERCENTAGE FOR THE MONTH    | AVERAGE CUMULATIVE ACTUAL ATTENDANCE |                      |
|--|-------------------|------------|------------|------------|-------------|----------------------------------|----------------------------|-----------------------------|--------------------------------------|----------------------|
|  | Kdgn              | Grades 1-3 | Grades 4-6 | Grades 7-8 | Grades 9-12 |                                  |                            | 2023-2024 Actual Attendance | 2023-2024                            | PERCENTAGE 2023-2024 |
| Bowling Green McCoy                    | 46                | 163        | 173        | 0          | 0           | 7                                | 389                        | 90.97%                      | 356.91                               | 92.12%               |
| Bowling Green-Chacon                   | 47                | 133        | 132        | 0          | 0           | 7                                | 319                        | 94.17%                      | 303.17                               | 94.25%               |
| George W. Carver SAS                   | 0                 | 0          | 0          | 0          | 156         | 10                               | 166                        | 90.55%                      | 156.40                               | 90.38%               |
| New Joseph Bonnheim Charter            | 24                | 99         | 117        | 0          | 0           | 3                                | 243                        | 93.00%                      | 221.60                               | 93.39%               |
| New Tech High                          | 0                 | 0          | 0          | 0          | 145         | 1                                | 146                        | 91.72%                      | 139.29                               | 93.09%               |
| The Met High School                    | 0                 | 0          | 0          | 0          | 186         | 3                                | 189                        | 94.47%                      | 194.59                               | 92.97%               |
| <b>TOTAL DEPENDENT CHARTER SCHOOLS</b> | <b>117</b>        | <b>395</b> | <b>422</b> | <b>0</b>   | <b>487</b>  | <b>31</b>                        | <b>1,452</b>               | <b>92.51%</b>               | <b>1,371.96</b>                      | <b>92.79%</b>        |

|                                |           |            |
|--------------------------------|-----------|------------|
| <b>Change from prior month</b> | <b>-1</b> | <b>-12</b> |
|--------------------------------|-----------|------------|

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 ADULT EDUCATION SCHOOLS

| ADULT EDUCATION                            | ENROLLMENT | HOURS EARNED |                  |                  | 2023-2024 CUMULATIVE ADA |               |               |
|--|------------|--------------|------------------|------------------|--------------------------|---------------|---------------|
|  |            | CONCURRENT   | OTHER            | TOTAL            | CONCURRENT               | OTHER         | TOTAL         |
| A. Warren McClaskey Adult Center           | 175        | 0            | 10,842.50        | 10,842.50        | 0                        | 157.55        | 157.55        |
| Charles A. Jones Career & Education Center | 309        | 0            | 11,392.84        | 11,392.84        | 0                        | 160.33        | 160.33        |
| <b>TOTAL ADULT EDUCATION</b>               | <b>484</b> | <b>0</b>     | <b>22,235.34</b> | <b>22,235.34</b> | <b>0</b>                 | <b>317.88</b> | <b>317.88</b> |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 GRADE BY GRADE ENROLLMENT

| ELEMENTARY SCHOOLS               | GENERAL EDUCATION ENROLLMENT |              |              |              |              |              |              | TOTAL<br>GENERAL |
|----------------------------------|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|------------------|
|                                  | Kdgn                         | Grade 1      | Grade 2      | Grade 3      | Grade 4      | Grade 5      | Grade 6      |                  |
| A M Winn Elementary K-8 Waldorf  | 35                           | 32           | 34           | 36           | 49           | 29           | 47           | 262              |
| Abraham Lincoln El               | 61                           | 73           | 72           | 65           | 75           | 75           | 85           | 506              |
| Alice Birney Waldorf-Inspired K8 | 42                           | 44           | 48           | 48           | 58           | 61           | 50           | 351              |
| Bret Harte Elementary            | 23                           | 22           | 25           | 22           | 13           | 18           | 21           | 144              |
| Caleb Greenwood                  | 65                           | 57           | 81           | 64           | 69           | 80           | 68           | 484              |
| Camellia Basic Elementary        | 44                           | 47           | 42           | 41           | 40           | 51           | 55           | 320              |
| Capital City School              | 6                            | 14           | 7            | 10           | 15           | 12           | 29           | 93               |
| Caroline Wenzel Elementary       | 39                           | 24           | 24           | 21           | 23           | 30           | 29           | 190              |
| Cesar Chavez ES                  | 0                            | 0            | 0            | 0            | 131          | 111          | 116          | 358              |
| Crocker/Riverside Elementary     | 82                           | 95           | 92           | 97           | 98           | 83           | 90           | 637              |
| David Lubin Elementary           | 44                           | 47           | 68           | 66           | 52           | 62           | 62           | 401              |
| Earl Warren Elementary           | 48                           | 48           | 48           | 61           | 60           | 64           | 59           | 388              |
| Edward Kemble Elementary         | 102                          | 104          | 121          | 113          | 0            | 0            | 0            | 440              |
| Elder Creek Elementary           | 80                           | 109          | 99           | 110          | 107          | 116          | 110          | 731              |
| Ethel I Baker Elementary         | 72                           | 95           | 92           | 89           | 95           | 73           | 84           | 600              |
| Ethel Phillips Elementary        | 48                           | 69           | 53           | 65           | 62           | 60           | 49           | 406              |
| Father Keith B Kenny K-8 School  | 24                           | 26           | 37           | 24           | 29           | 48           | 33           | 221              |
| Genevieve Didion Elementary      | 66                           | 68           | 65           | 70           | 65           | 65           | 67           | 466              |
| Golden Empire Elementary         | 48                           | 65           | 57           | 70           | 65           | 65           | 62           | 432              |
| H W Harkness Elementary          | 37                           | 40           | 23           | 26           | 37           | 44           | 44           | 251              |
| Hollywood Park Elementary        | 28                           | 23           | 38           | 20           | 27           | 32           | 42           | 210              |
| Home/Hospital                    | 10                           | 5            | 9            | 8            | 7            | 9            | 11           | 59               |
| Hubert H. Bancroft Elementary    | 47                           | 49           | 65           | 56           | 62           | 42           | 37           | 358              |
| Isador Cohen Elementary          | 41                           | 46           | 48           | 48           | 33           | 33           | 32           | 281              |
| James W Marshall Elementary      | 46                           | 40           | 48           | 39           | 39           | 55           | 35           | 302              |
| John Bidwell Elementary          | 31                           | 32           | 37           | 42           | 36           | 25           | 31           | 234              |
| John Cabrillo Elementary         | 49                           | 46           | 34           | 42           | 44           | 38           | 46           | 299              |
| John D Sloat Elementary          | 24                           | 30           | 23           | 24           | 39           | 27           | 24           | 191              |
| John H. Still K-8                | 62                           | 46           | 55           | 57           | 63           | 83           | 66           | 432              |
| John Morse Therapeutic Center    | 0                            | 0            | 0            | 0            | 0            | 0            | 0            | 0                |
| Leataata Floyd Elementary        | 23                           | 24           | 36           | 32           | 31           | 22           | 35           | 203              |
| Leonardo da Vinci K - 8 School   | 95                           | 96           | 93           | 94           | 96           | 99           | 97           | 670              |
| Mark Twain Elementary            | 23                           | 23           | 35           | 31           | 34           | 31           | 33           | 210              |
| Martin Luther King Jr Elementary | 48                           | 45           | 37           | 41           | 50           | 32           | 32           | 285              |
| Matsuyama Elementary             | 50                           | 47           | 61           | 58           | 65           | 63           | 77           | 421              |
| Nicholas Elementary              | 52                           | 70           | 67           | 69           | 65           | 80           | 68           | 471              |
| O W Erlewine Elementary          | 37                           | 24           | 33           | 36           | 34           | 45           | 45           | 254              |
| Oak Ridge Elementary             | 48                           | 44           | 71           | 62           | 75           | 66           | 65           | 431              |
| Pacific Elementary               | 86                           | 82           | 96           | 79           | 97           | 88           | 115          | 643              |
| Parkway Elementary School        | 58                           | 68           | 48           | 49           | 64           | 59           | 51           | 397              |
| Phoebe A Hearst Elementary       | 88                           | 94           | 92           | 96           | 96           | 95           | 90           | 651              |
| Pony Express Elementary          | 31                           | 45           | 48           | 48           | 57           | 55           | 58           | 342              |
| Rosa Parks K-8 School            | 41                           | 44           | 47           | 49           | 49           | 39           | 55           | 324              |
| Sequoia Elementary               | 59                           | 57           | 55           | 58           | 52           | 66           | 54           | 401              |
| Success Academy K-8              | 0                            | 0            | 0            | 0            | 1            | 1            | 4            | 6                |
| Susan B Anthony Elementary       | 36                           | 41           | 53           | 41           | 38           | 43           | 37           | 289              |
| Sutterville Elementary           | 39                           | 41           | 46           | 52           | 66           | 64           | 62           | 370              |
| Suy:u Elementary                 | 53                           | 45           | 57           | 58           | 60           | 58           | 54           | 385              |
| Tahoe Elementary                 | 43                           | 47           | 32           | 27           | 33           | 29           | 30           | 241              |
| Theodore Judah Elementary        | 51                           | 68           | 50           | 47           | 54           | 58           | 64           | 392              |
| Washington Elementary            | 36                           | 38           | 47           | 48           | 47           | 33           | 33           | 282              |
| William Land Elementary          | 47                           | 47           | 46           | 46           | 38           | 54           | 47           | 325              |
| Woodbine Elementary              | 39                           | 38           | 48           | 43           | 38           | 35           | 28           | 269              |
| <b>TOTAL</b>                     | <b>2,387</b>                 | <b>2,524</b> | <b>2,643</b> | <b>2,598</b> | <b>2,733</b> | <b>2,706</b> | <b>2,718</b> | <b>18,309</b>    |



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 CUMULATIVE TOTAL ABSENCES

| ELEMENTARY                       | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED    | PERCENTAGE OF ATTENDANCE |
|----------------------------------|------------------|----------------|---------------------------|------------------|--------------------------|
| A M Winn Elementary K-8 Waldorf  | 290              | 2,468          | 34,930                    | 37,398           | 93.40%                   |
| Abraham Lincoln El               | 507              | 5,607          | 58,759                    | 64,366           | 91.29%                   |
| Alice Birney Waldorf-Inspired K8 | 354              | 2,733          | 42,360                    | 45,093           | 93.94%                   |
| Bret Harte Elementary            | 195              | 2,313          | 21,644                    | 23,957           | 90.35%                   |
| Caleb Greenwood                  | 487              | 2,892          | 58,957                    | 61,849           | 95.32%                   |
| Camellia Basic Elementary        | 339              | 1,645          | 41,694                    | 43,339           | 96.20%                   |
| Capital City School              | 93               | 656            | 12,247                    | 12,903           | 94.92%                   |
| Caroline Wenzel Elementary       | 205              | 2,531          | 23,580                    | 26,111           | 90.31%                   |
| Cesar Chavez ES                  | 378              | 3,123          | 44,715                    | 47,838           | 93.47%                   |
| Crocker/Riverside Elementary     | 638              | 3,804          | 76,852                    | 80,656           | 95.28%                   |
| David Lubin Elementary           | 433              | 3,012          | 52,324                    | 55,336           | 94.56%                   |
| Earl Warren Elementary           | 398              | 3,111          | 46,741                    | 49,852           | 93.76%                   |
| Edward Kemble Elementary         | 455              | 4,704          | 52,166                    | 56,870           | 91.73%                   |
| Elder Creek Elementary           | 738              | 6,482          | 86,329                    | 92,811           | 93.02%                   |
| Ethel I Baker Elementary         | 602              | 7,182          | 68,949                    | 76,131           | 90.57%                   |
| Ethel Phillips Elementary        | 419              | 4,131          | 48,658                    | 52,789           | 92.17%                   |
| Father Keith B Kenny K-6 School  | 245              | 3,161          | 27,099                    | 30,260           | 89.55%                   |
| Genevieve Didion Elementary      | 471              | 2,539          | 57,720                    | 60,259           | 95.79%                   |
| Golden Empire Elementary         | 436              | 3,587          | 51,192                    | 54,779           | 93.45%                   |
| H W Harkness Elementary          | 258              | 2,424          | 30,382                    | 32,806           | 92.61%                   |
| Hollywood Park Elementary        | 247              | 2,506          | 28,208                    | 30,714           | 91.84%                   |
| Home/Hospital                    | 59               | 0              | 1,523                     | 1,523            | 100.00%                  |
| Hubert H. Bancroft Elementary    | 382              | 4,104          | 44,032                    | 48,136           | 91.47%                   |
| Isador Cohen Elementary          | 315              | 2,806          | 36,148                    | 38,954           | 92.80%                   |
| James W Marshall Elementary      | 339              | 3,025          | 39,616                    | 42,641           | 92.91%                   |
| John Bidwell Elementary          | 250              | 2,670          | 29,752                    | 32,422           | 91.76%                   |
| John Cabrillo Elementary         | 340              | 3,866          | 39,055                    | 42,921           | 90.99%                   |
| John D Sloat Elementary          | 211              | 2,516          | 24,774                    | 27,290           | 90.78%                   |
| John H. Still K-8                | 435              | 4,876          | 50,217                    | 55,093           | 91.15%                   |
| John Morse Therapeutic Center    | 8                | 88             | 534                       | 622              | 85.85%                   |
| Leataata Floyd Elementary        | 204              | 3,383          | 23,206                    | 26,589           | 87.28%                   |
| Leonardo da Vinci K - 8 School   | 693              | 4,056          | 84,005                    | 88,061           | 95.39%                   |
| Mark Twain Elementary            | 235              | 2,433          | 27,215                    | 29,648           | 91.79%                   |
| Martin Luther King Jr Elementary | 311              | 3,225          | 35,574                    | 38,799           | 91.69%                   |
| Matsuyama Elementary             | 434              | 3,076          | 52,480                    | 55,556           | 94.46%                   |
| Nicholas Elementary              | 483              | 5,432          | 56,006                    | 61,438           | 91.16%                   |
| O W Erlewine Elementary          | 276              | 2,880          | 32,158                    | 35,038           | 91.78%                   |
| Oak Ridge Elementary             | 433              | 5,204          | 48,971                    | 54,175           | 90.39%                   |
| Pacific Elementary               | 649              | 6,776          | 73,503                    | 80,279           | 91.56%                   |
| Parkway Elementary School        | 419              | 6,755          | 47,562                    | 54,317           | 87.56%                   |
| Phoebe A Hearst Elementary       | 652              | 3,171          | 80,145                    | 83,316           | 96.19%                   |
| Pony Express Elementary          | 357              | 2,928          | 41,796                    | 44,724           | 93.45%                   |
| Rosa Parks K-8 School            | 341              | 4,153          | 37,265                    | 41,418           | 89.97%                   |
| Sequoia Elementary               | 431              | 4,843          | 48,097                    | 52,940           | 90.85%                   |
| Success Academy K-8              | 6                | 169            | 490                       | 659              | 74.36%                   |
| Susan B Anthony Elementary       | 293              | 1,889          | 35,642                    | 37,531           | 94.97%                   |
| Sutterville Elementary           | 383              | 2,398          | 46,054                    | 48,452           | 95.05%                   |
| Suy:u Elementary                 | 413              | 3,764          | 47,072                    | 50,836           | 92.60%                   |
| Tahoe Elementary                 | 281              | 2,927          | 32,438                    | 35,365           | 91.72%                   |
| Theodore Judah Elementary        | 407              | 3,572          | 48,218                    | 51,790           | 93.10%                   |
| Washington Elementary            | 307              | 3,155          | 34,992                    | 38,147           | 91.73%                   |
| William Land Elementary          | 325              | 2,424          | 39,198                    | 41,622           | 94.18%                   |
| Woodbine Elementary              | 291              | 3,637          | 31,248                    | 34,885           | 89.57%                   |
| <b>TOTAL</b>                     | <b>19,151</b>    | <b>176,812</b> | <b>2,234,492</b>          | <b>2,411,304</b> | <b>92.67%</b>            |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 CUMULATIVE TOTAL ABSENCES

| MIDDLE                            | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED  | PERCENTAGE OF ATTENDANCE |
|-----------------------------------|------------------|----------------|---------------------------|----------------|--------------------------|
| A M Winn Elementary K-8 Waldorf   | 69               | 885            | 7,970                     | 8,855          | 90.01%                   |
| Albert Einstein MS                | 590              | 6,149          | 70,238                    | 76,387         | 91.95%                   |
| Alice Birney Waldorf-Inspired K8  | 104              | 855            | 12,146                    | 13,001         | 93.42%                   |
| California MS                     | 742              | 8,270          | 87,281                    | 95,551         | 91.34%                   |
| Capital City School               | 56               | 977            | 6,479                     | 7,456          | 86.90%                   |
| Fern Bacon MS                     | 633              | 6,698          | 74,764                    | 81,462         | 91.78%                   |
| Genevieve Didion Elementary       | 114              | 570            | 13,934                    | 14,504         | 96.07%                   |
| Home/Hospital                     | 54               | 0              | 866                       | 866            | 100.00%                  |
| John H. Still K-8                 | 293              | 3,127          | 33,945                    | 37,072         | 91.57%                   |
| John Morse Therapeutic Center     | 13               | 233            | 1,384                     | 1,617          | 85.59%                   |
| Leonardo da Vinci K - 8 School    | 112              | 754            | 13,491                    | 14,245         | 94.71%                   |
| Miwok MS                          | 1,174            | 8,248          | 141,284                   | 149,532        | 94.48%                   |
| Rosa Parks K-8 School             | 431              | 5,640          | 48,425                    | 54,065         | 89.57%                   |
| Sam Brannan MS                    | 361              | 4,436          | 42,620                    | 47,056         | 90.57%                   |
| School of Engineering and Science | 239              | 1,626          | 29,118                    | 30,744         | 94.71%                   |
| Success Academy K-8               | 18               | 299            | 1,177                     | 1,476          | 79.74%                   |
| Umoja International Academy       | 296              | 4,355          | 33,873                    | 38,228         | 88.61%                   |
| Will C Wood MS                    | 675              | 6,945          | 78,437                    | 85,382         | 91.87%                   |
| <b>TOTAL</b>                      | <b>5,974</b>     | <b>60,067</b>  | <b>697,432</b>            | <b>757,499</b> | <b>92.07%</b>            |

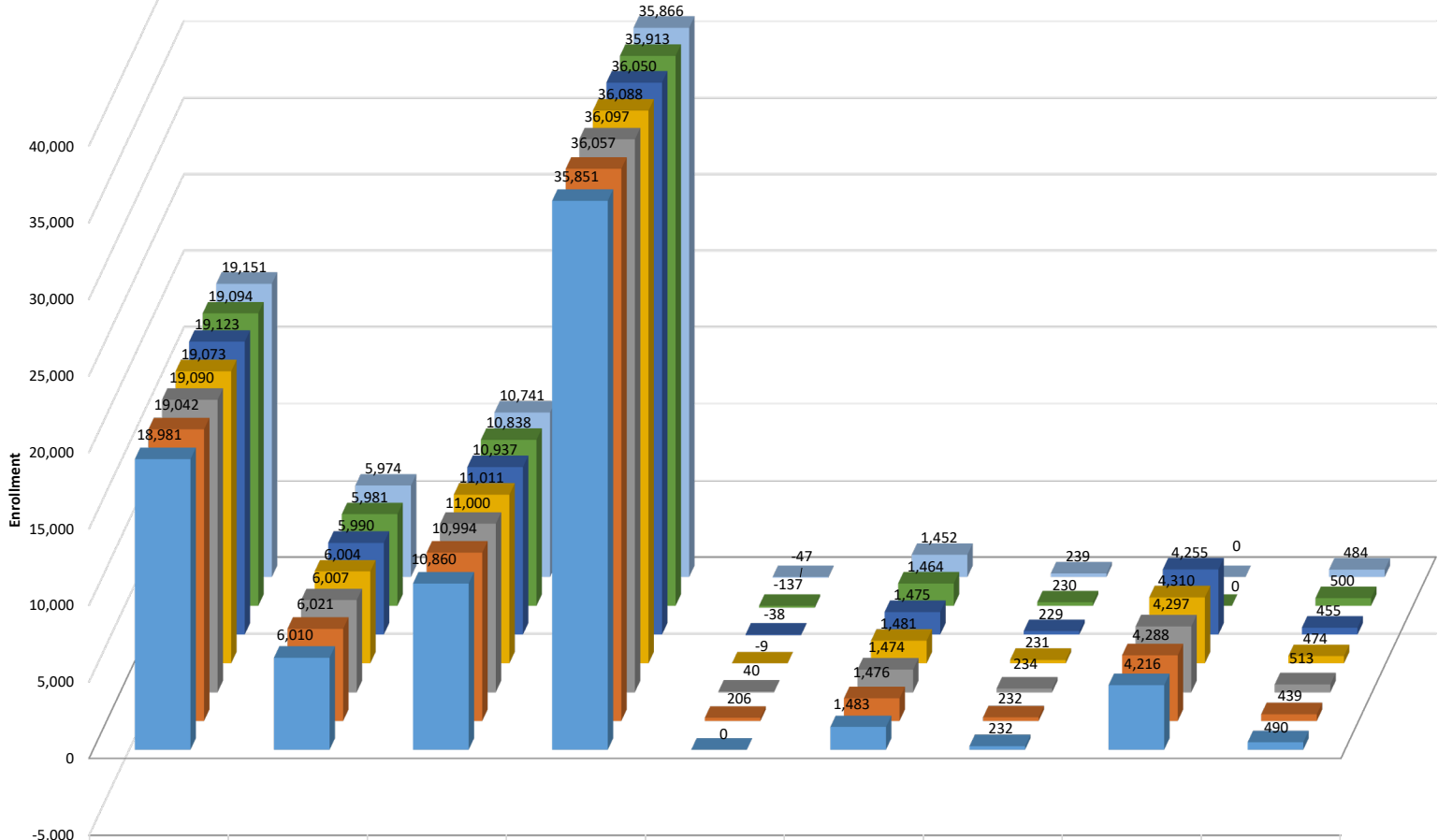
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024  
 CUMULATIVE TOTAL ABSENCES

| HIGH SCHOOL                       | ENROLLMENT    | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED    | PERCENTAGE OF ATTENDANCE |
|-----------------------------------|---------------|----------------|---------------------------|------------------|--------------------------|
| American Legion HS                | 170           | 5,508          | 16,076                    | 21,584           | 74.48%                   |
| Arthur A. Benjamin Health Prof    | 163           | 2,859          | 19,655                    | 22,514           | 87.30%                   |
| C K McClatchy HS                  | 2,366         | 24,878         | 282,158                   | 307,036          | 91.90%                   |
| Capital City School               | 138           | 7,585          | 15,332                    | 22,917           | 66.90%                   |
| Hiram W Johnson HS                | 1,594         | 24,151         | 180,262                   | 204,413          | 88.19%                   |
| Home/Hospital                     | 60            | 0              | 1,330.32                  | 1,330.32         | 100.00%                  |
| John F Kennedy HS                 | 1,704         | 19,964         | 210,587                   | 230,551          | 91.34%                   |
| Luther Burbank HS                 | 1,485         | 19,519         | 176,547                   | 196,066          | 90.04%                   |
| Rosemont HS                       | 1,452         | 18,443         | 171,627                   | 190,070          | 90.30%                   |
| School of Engineering and Science | 273           | 2,035          | 33,962                    | 35,997           | 94.35%                   |
| Umoja International Academy       | 175           | 1,362          | 21,368                    | 22,730           | 94.01%                   |
| West Campus HS                    | 876           | 3,907          | 106,603                   | 110,510          | 96.46%                   |
| Sacramento Accelerated Academy    | 285           | **NA           | **NA                      | **NA             | **NA                     |
| <b>TOTAL</b>                      | <b>10,741</b> | <b>130,211</b> | <b>1,235,507</b>          | <b>1,365,718</b> | <b>90.47%</b>            |

|                          | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED    | PERCENTAGE OF ATTENDANCE |
|--------------------------|------------------|----------------|---------------------------|------------------|--------------------------|
| <b>TOTAL ALL SCHOOLS</b> | <b>35,866</b>    | <b>367,090</b> | <b>4,167,431</b>          | <b>4,534,521</b> | <b>91.90%</b>            |

|                            | Students in Non Public Schools | Total Enrollment | ADA    | ADA %  | % Change |
|----------------------------|--------------------------------|------------------|--------|--------|----------|
| <b>2022-23 Actual</b>      |                                | 36,241           | 33,072 | 90.73% |          |
| <b>2023-2024 Projected</b> |                                | 36,061           | 0      | 0.00%  |          |
| <b>Month 01</b>            | 232                            | 35,851           | 33,366 | 93.84% | 0%       |
| <b>Month 02</b>            | 232                            | 36,057           | 33,316 | 93.49% | -0.35%   |
| <b>Month 03</b>            | 234                            | 36,097           | 33,166 | 93.05% | -0.44%   |
| <b>Month 04</b>            | 231                            | 36,088           | 33,038 | 92.55% | -0.50%   |
| <b>Month 05</b>            | 229                            | 36,050           | 33,383 | 92.08% | -0.47%   |
| <b>Month 06</b>            | 230                            | 35,913           | 33,317 | 91.99% | -0.09%   |
| <b>Month 07</b>            | 239                            | 35,866           | 33,444 | 91.90% | -0.09%   |

### 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       |
| Month 3 11/17/2023 | 19,090     | 6,007  | 11,000 | 36,097 | 40       | 1,474             | 234                | 4,297               | 513       |
| Month 4 12/15/2023 | 19,073     | 6,004  | 11,011 | 36,088 | -9       | 1,481             | 231                | 4,310               | 474       |
| Month 5 1/26/2024  | 19,123     | 5,990  | 10,937 | 36,050 | -38      | 1,475             | 229                | 4,255               | 455       |
| Month 6 2/23/2024  | 19,094     | 5,981  | 10,838 | 35,913 | -137     | 1,464             | 230                | 0                   | 500       |
| Month 7 3/22/2024  | 19,151     | 5,974  | 10,741 | 35,866 | -47      | 1,452             | 239                | 0                   | 484       |